



BASE PROSPECTUS

# CENTRICA plc

(incorporated in England and Wales with limited liability under registered number 03033654)

Legal Entity Identifier (LEI): E26EDV109X6EEPBKVH76

## U.S.\$10,000,000,000 Euro Medium Term Note Programme

Under this U.S.\$10,000,000,000 Euro Medium Term Note Programme (the **Programme**), Centrica plc (the **Issuer** or **Centrica**) may from time to time issue notes (the **Notes**) denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below).

Notes may be issued in bearer or registered form (respectively **Bearer Notes** and **Registered Notes**). The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed U.S.\$10,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under “*Overview of the Programme*” and any additional Dealer appointed under the Programme from time to time by the Issuer (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the **relevant Dealer** shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to purchase such Notes.

**An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see “Risk Factors”.**

This Base Prospectus has been approved by the Financial Conduct Authority (the **FCA**), as competent authority under Regulation (EU) 2017/1129 as it forms part of domestic law in the United Kingdom (the **UK**) by virtue of the European Union (Withdrawal) Act 2018 (the **EUWA**), as amended from time to time (the **UK Prospectus Regulation**). The FCA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Base Prospectus and investors should make their own assessment as to the suitability of investing in the Notes. Application has been made to the FCA for Notes issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to the official list of the FCA (the **Official List**), and to the London Stock Exchange plc (the **London Stock Exchange**) for such Notes to be admitted to trading on the Main Market of the London Stock Exchange (the **Main Market**), which is not a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU (as amended, **MiFID II**) but is a regulated market for the purposes of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law in the UK by virtue of the EUWA (**UK MiFIR**). References in this Base Prospectus to Notes being **listed** (and all related references) shall (unless the context otherwise requires) mean that such Notes have been admitted to trading on the Main Market and have been admitted to the Official List.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under “*Terms and Conditions of the Notes*”) of Notes will be set out in a final terms document (the **Final Terms**) which, with respect to Notes to be listed on the London Stock Exchange, will be delivered to the FCA and the London Stock Exchange on or before the date of issue of the Notes of such Tranche. Copies of Final Terms in relation to Notes to be listed on the London Stock Exchange will also be published on the website of the London Stock Exchange through a regulatory information service.

The Issuer has been assigned a long-term debt credit rating of Baa2 (stable outlook) and a short-term debt credit rating of P-2 (stable outlook) by Moody’s Investors Service Limited (**Moody’s**) and a long term debt credit rating of BBB (stable outlook) and a short term debt credit rating of A-2 (stable outlook) by S&P Global Ratings UK Limited (**S&P**). The Programme has been rated Baa2 (long-term) and P-2 (short-term) by Moody’s and BBB (long-term) and A-2 (short-term) by S&P. Each of Moody’s and S&P is established in the UK and is registered under Regulation (EC) No. 1060/2009 (as amended) as it forms part of the domestic law in the UK by virtue of the EUWA (the **UK CRA Regulation**). Notes issued under the Programme may be rated by either of the rating agencies referred to above or unrated. Where a Tranche of Notes is rated, such rating will be disclosed in the Final Terms, and the rating assigned to it may not necessarily be the same as the rating assigned to the Programme by the relevant rating agency. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

**Arranger**

**Barclays**

**Dealers**

**Barclays**

**BofA Securities**

**BNP Paribas**

**Citigroup**

**Credit Suisse**  
**J.P. Morgan**  
**NatWest Markets**

**Goldman Sachs International**  
**MUFG**  
**RBC Capital Markets**

**Société Générale**  
**Corporate & Investment Banking**

The date of this Base Prospectus is 3 July 2023

## IMPORTANT INFORMATION

This Base Prospectus comprises a base prospectus for the purposes of Article 8 of the UK Prospectus Regulation.

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge and belief of the Issuer, the information contained in this Base Prospectus is in accordance with the facts and this Base Prospectus makes no omission to affect its import. The Issuer confirms that where information in this Base Prospectus has been sourced from third parties, this information has been accurately reproduced and that so far as the Issuer is aware and is able to ascertain from information published by such source, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third-party information is identified where it is used.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Base Prospectus shall, save as specified herein, be read and construed on the basis that such documents are incorporated in and form part of this Base Prospectus.

This Base Prospectus (as supplemented as at the relevant time, if applicable) will be valid as a base prospectus under the UK Prospectus Regulation for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the UK. The obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply when this Base Prospectus is no longer valid.

The Trustee and the Dealers make no representation, warranty or undertaking, express or implied, and no responsibility or liability is accepted by the Trustee or the Dealers as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by the Issuer in connection with the Programme or for any acts or omissions of the Issuer or any other person in connection with this Base Prospectus or the issue and offering of any Notes under the Programme. Neither the Trustee nor any Dealer accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by the Issuer in connection with the Programme.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Trustee or any of the Dealers.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation of the Issuer and/or the Notes, or (ii) should be considered as a recommendation by the Issuer, the Trustee or any of the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer, the Trustee or any of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Trustee and the Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in the Notes of any information coming to their attention.

## **IMPORTANT INFORMATION RELATING TO THE USE OF THIS BASE PROSPECTUS AND OFFERS OF NOTES GENERALLY**

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer, the Trustee and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Trustee or the Dealers which is intended to permit a public offering of any Notes or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the European Economic Area (the EEA) (including Belgium), the UK and Singapore, see “*Subscription and Sale*” below.

The minimum denomination of the Notes shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes).

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor’s currency;
- (iv) understands the accounting, legal, regulatory and tax implications of a purchase, holding and disposal of an interest in the Notes;
- (v) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets; and
- (vi) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Prospective investors should also consult their own tax advisers as to the tax consequences of the purchase, ownership and disposition of Notes issued under the Programme.

**MiFID II PRODUCT GOVERNANCE / TARGET MARKET** - The Final Terms in respect of any Notes may include a legend entitled “MiFID Product Governance” which will outline the target market

assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending any such Notes (a distributor) should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, MiFID II) is responsible for undertaking its own target market assessment in respect of such Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the MiFID Product Governance Rules), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

**UK MiFIR II PRODUCT GOVERNANCE / TARGET MARKET** - The Final Terms in respect of any Notes may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending any such Notes (a distributor) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the UK MiFIR Product Governance Rules) is responsible for undertaking its own target market assessment in respect of such Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

**PRIIPS / PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2016/97/EU (as amended or superseded, the Insurance Distribution Directive), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the PRIIPs Regulation) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**UK PRIIPS / PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law in the UK by virtue of the EUWA; or (ii) a customer within the meaning of the Financial Services and Markets Act 2000, as amended (the FSMA) and any rules or regulations made under FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (8) of the Article 2(1) of the UK MiFIR. Consequently no key information document required by PRIIPs Regulation as it forms part of domestic law in the UK by virtue of the EUWA (the UK PRIIPs Regulation) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, (the Securities Act) or under the securities laws of any state or other jurisdiction of the United States of America (the United States) and are subject to U.S. tax law requirements. Notes issued under the Programme are being offered outside the United States by the Dealers in accordance with Regulation S under the Securities Act (Regulation S), and may not be offered, sold, pledged, taken up, resold, transferred or delivered directly or indirectly into the United States except pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in accordance with all applicable securities laws of any state or other jurisdiction of the United States and any other jurisdiction. For a description of these and certain

further restrictions on offers, sales and transfer of Notes issued under the Programme and the distribution of this Base Prospectus, see “*Subscription and Sale*” below.

**SINGAPORE SFA PRODUCT CLASSIFICATION** - In connection with Section 309B(1)(C) of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the SFA), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are ‘prescribed capital markets products’.

**UK BENCHMARKS REGULATION** - Amounts payable under the Notes may be calculated by reference to Euro Interbank Offered Rate (EURIBOR), Sterling Overnight Index Average (SONIA), Secured Overnight Financing Rate (SOFR) and Euro Short-term Rate (€STR), which are provided by the European Money Markets Institute (EMMI), the Bank of England, the Federal Reserve Bank of New York and the European Central Bank, respectively. As at the date of this Base Prospectus, EMMI appears in the register of administrators established and maintained by the FCA under Regulation (EU) No. 2016/1011 as it forms part of domestic law in the UK by virtue of the EUWA (the UK Benchmark Regulation), and none of the Bank of England, the Federal Reserve Bank of New York and the European Central Bank are required to obtain authorisation or registration under Article 36 of the UK Benchmark Regulation, and none of SONIA, SOFR and €STR fall within the scope of the UK Benchmark Regulation by virtue of Article 2 of the UK Benchmark Regulation. The registration status of any administrator under the UK Benchmark Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

#### PRESENTATION OF INFORMATION

In this Base Prospectus, all references to:

- *U.S. dollars*, *U.S.\$* and *\$* refer to United States dollars;
- *Sterling* and *£* refer to pounds sterling; and
- *euro* and *€* refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

#### STABILISATION

In connection with the issue of any Tranche of Notes, one or more relevant Dealers (the Stabilising Manager(s)) (or persons acting on behalf of any Stabilising Manager(s)) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

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## OVERVIEW OF THE PROGRAMME

***The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The Issuer and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, in the case of listed Notes only, a new prospectus will be made available which will describe the effect of the agreement reached in relation to such Notes.***

***This Overview constitutes a general description of the Programme for the purposes of Article 25(1) of the Commission Delegated Regulation (EU) No 2019/980 as it forms part of domestic law in the UK by virtue of the EUWA.***

***Words and expressions defined in “Form of the Notes” and “Terms and Conditions of the Notes” below shall have the same meanings in this Overview.***

<b>Issuer:</b>	Centrica plc
<b>Legal Entity Identifier (LEI):</b>	E26EDV109X6EEPBKVH76
<b>Description:</b>	Euro Medium Term Note Programme
<b>Arranger:</b>	Barclays Bank PLC
<b>Dealers:</b>	Barclays Bank PLC BNP Paribas Citigroup Global Markets Limited Credit Suisse International Goldman Sachs International J.P. Morgan Securities plc Merrill Lynch International MUFG Securities EMEA plc NatWest Markets Plc RBC Europe Limited Société Générale and any other Dealers appointed in accordance with the Programme Agreement.
<b>Risk Factors:</b>	There are certain factors that may affect the Issuer’s ability to fulfil its obligations under Notes issued under the Programme. These are set out under “ <i>Risk Factors</i> ”. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. These are set out under “ <i>Risk Factors</i> ” and include certain risks relating to the structure of particular Series of Notes and certain market risks.
<b>Certain Restrictions:</b>	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “ <i>Subscription and Sale</i> ” below) including the following restrictions applicable at the date of this Base Prospectus.  <b>Notes having a maturity of less than one year</b>  Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the UK, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of FSMA unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see “ <i>Subscription and Sale</i> ” below.
<b>Trustee:</b>	The Law Debenture Trust Corporation p.l.c.



<b>Principal Paying Agent, Registrar and Transfer Agent:</b>	Citibank, N.A., London Branch
<b>Calculation Agent:</b>	The Principal Paying Agent or any person appointed as calculation agent in relation to the Notes by the Issuer pursuant to the provisions of a Calculation Agency Agreement (or any other agreement) and shall include any successor calculation agent appointed in respect of the Notes.
<b>Programme Size:</b>	Up to U.S.\$10,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
<b>Distribution:</b>	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
<b>Currencies:</b>	Subject to any applicable legal or regulatory restrictions, any currency agreed between the Issuer and the relevant Dealer.
<b>Maturities:</b>	The Notes will have such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency (as indicated in the Final Terms).
<b>Issue Price:</b>	Notes may be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
<b>Form of Notes:</b>	<p>The Notes will be issued in bearer or registered form as described in the applicable Final Terms. Notes may be issued in bearer form only (<b>Bearer Notes</b>), in bearer form exchangeable for Registered Notes (<b>Exchangeable Bearer Notes</b>) or in registered form only (<b>Registered Notes</b>).</p> <p>Each Tranche of Bearer Notes and Exchangeable Bearer Notes will be represented on issue by a Temporary Global Note (as defined below) if (i) definitive Notes are to be made available to Noteholders (as defined below) following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with TEFRA D (as defined in “<i>Overview of the Programme - United States Selling Restrictions</i>” below), otherwise such Tranche will be represented by a Permanent Global Note (as defined below). Registered Notes will be represented either (i) in certificated form (<b>certificated Registered Notes</b>) or (ii) in uncertificated form (<b>uncertificated Registered Notes</b>) comprising those Registered Notes which for the time being are uncertificated units of a security in accordance with the Uncertificated Securities Regulations 2001 (the <b>Uncertificated Securities Regulations</b>). Certificated Registered Notes will be represented by Certificates (as defined below), one Certificate being issued in respect of each Noteholders entire holding of certificated Registered Notes of one Series.</p> <p>See “<i>Form of the Notes</i>” below.</p>
<b>Fixed Rate Notes:</b>	Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer and, on redemption, will be calculated on the basis of such Day Count Fraction (as defined below) as may be agreed between the Issuer and the relevant Dealer.
<b>Floating Rate Notes:</b>	<p>Floating Rate Notes will bear interest at a rate determined:</p> <p>(a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating either the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc. (<b>ISDA</b>), and as amended and updated as at the Issue Date of the first Tranche of the Notes</p>

of the relevant Series), or the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (as published by ISDA as at the Issue Date of the first Tranche of the Notes of the relevant Series), as set out in the applicable Final Terms; or

- (b) on the basis of EURIBOR, SONIA, SOFR or €STR, as set out in the applicable Final Terms; or
- (c) on such other basis as may be agreed between the Issuer and the relevant Dealer.

The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes in respect of each Interest Period (as defined below), as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates (as defined below), and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer.

**Zero Coupon Notes:**

Zero Coupon Notes may be offered and sold at a discount to their nominal amount and will not bear interest.

**Redemption:**

The applicable Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer. If Clean-Up Call is stated as being applicable in the applicable Final Terms and if a Clean-Up Event occurs, the Issuer may redeem or (at its option) purchase or procure the purchase of, all, but not some only, of the Notes at the Clean-Up Price together, if appropriate, with interest accrued to (but excluding) the date fixed for redemption or purchase (as applicable), in accordance with Condition 7(c).

Notes having a maturity of less than one year are subject to restrictions on their denomination and distribution, see "*Certain Restrictions: Notes having a maturity of less than one year*" above.

**Denomination of Notes:**

Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see "*Certain Restrictions: Notes having a maturity of less than one year*" above, and save that the minimum denomination of each Note will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

**Taxation:**

All payments in respect of the Notes will, save as required by law, be made without deduction or withholding for or on account of tax imposed by any Tax Jurisdiction, subject as provided in Condition 8. In the event that any such deduction or withholding is made, the Issuer will, save in certain limited circumstances provided in Condition 8, be required to pay additional amounts to cover the amounts so deducted.

The Issuer may, at its option, redeem the Notes upon notice early at the Early Redemption Amount (adjusted where appropriate) in certain circumstances specified in Condition 7(b).

<b>Negative Pledge:</b>	The terms of the Notes will contain a negative pledge provision as further described in Condition 4.
<b>Cross Default:</b>	The terms of the Notes will contain a cross default provision as further described in Condition 10.
<b>Status of the Notes:</b>	The Notes will constitute direct, unconditional, unsubordinated and, subject to the provisions of Condition 4, unsecured obligations of the Issuer and will rank <i>pari passu</i> among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.
<b>Rating:</b>	The Issuer has been assigned a long-term debt credit rating of Baa2 (stable outlook) and a short-term debt credit rating of P-2 (stable outlook) by Moody's and a long term debt credit rating of BBB (stable outlook) and a short term debt credit rating of A-2 (stable outlook) by S&P. The Programme has been rated Baa2 (long-term) and P-2 (short-term) by Moody's and BBB (long-term) and A-2 (short-term) by S&P. Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will not necessarily be the same as the ratings assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.
<b>Listing:</b>	Application has been made to the FCA for Notes issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the Main Market.
<b>Governing Law:</b>	The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, English law.
<b>Selling Restrictions:</b>	There are restrictions on the offer, sale and transfer of the Notes in the United States, the EEA (including Belgium), the UK, Singapore and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see " <i>Subscription and Sale</i> " below.
<b>United States Selling Restrictions:</b>	The Issuer is a Category 2 issuer for the purposes of Regulation S under the Securities Act.  The Notes will be issued in compliance with U.S. Treasury Regulations §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for the purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the <b>Code</b> )) ( <b>TEFRA D</b> ) unless (i) the applicable Final Terms states that Notes are issued in compliance with U.S. Treasury Regulations §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for the purposes of Section 4701 of the Code) ( <b>TEFRA C</b> ) or (ii) the Notes are issued other than in circumstances in which the Note will not constitute <b>registration required obligations</b> under the United States Tax Equity and Fiscal Responsibility Act of 1982 ( <b>TEFRA</b> ), which circumstances will be referred to in the applicable Final Terms as a transaction to which TEFRA is not applicable.

## RISK FACTORS

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under or in connection with the Notes. All of these factors are contingencies which may or may not occur.*

*Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes are also described below.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Notes for other reasons, and the Issuer does not represent that the statements below regarding the risks of holding the Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.*

*Capitalised terms used herein have the meaning given to them in “Terms and Conditions of the Notes”.*

### **FACTORS THAT MAY AFFECT THE ISSUER’S ABILITY TO FULFIL ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THE NOTES**

#### **RISKS RELATED TO THE ISSUER’S FINANCIAL SITUATION**

##### ***Centrica and its subsidiary undertakings (the Group) is exposed to financial loss due to volatilities in commodity prices***

The Group’s financial performance is sensitive to the Group’s ability to manage exposure to volatile world energy markets, including wholesale commodity prices for natural gas, crude oil, oil products, carbon power and liquefied natural gas (“LNG”). Although the Group routinely enters into long-term contracts to protect its commercial position, significant price changes could have a material adverse effect on its operations and/or financial position.

In the energy supply business, changes in commodity prices may require the Group to adjust prices for its energy and gas sales to customers, and to also consider the impact of any applicable contractual position, regulations or caps (please see “*Political, legal or regulatory intervention may have a negative impact on Centrica’s business and financial performance*” for further information). The volatility in the commodity prices, which is compounded by unstable demand due to changing weather conditions (please see “*The Group’s business may be affected by changes in weather conditions*” for further information) may expose the Group to financial losses. In particular, the Group may need to unwind forward hedges it has put in place at a loss or purchase additional volumes at a price above cap index, thereby potentially resulting in lower profitability. Failure to adjust prices may cause customers to switch to competitors (please see “*The Group operates in competitive markets*” for further information).

In the Centrica Business Solutions (CBS) business, returns on direct asset investments are also linked to capacity and power ancillary services markets; a reduction in the value of these “flexibility markets” could impact revenues, margins, and growth rates.

Commodity exposure also arises within the Energy Marketing & Trading (EM&T) business which provides risk management services and wholesale market access for Centrica’s upstream and power generation operations. The EM&T business also provides sourcing of electricity and gas for the Group’s energy supply businesses (for example British Gas), energy risk management, optimisation services for renewable asset owners, and it conducts physical and financial trading activities for energy commodities such as gas, power and LNG. EM&T’s portfolio is subject to volatility in commodity prices. For instances, the Group’s contract with Cheniere Energy Partners, L.P. for LNG is indexed to the gas prices in the U.S., generating commodity and foreign exchange exposure for any onward sale not indexed to Henry Hub in U.S. dollars.

Commodity price movements can materially affect profit and loss through the impact on both revenue from asset production sales and the valuation of the long-term asset portfolio valuation. Earnings of asset-based businesses, such as upstream and CBS, may be impacted by commodity price fluctuations, and, outage risk. The commodity price fluctuations may have negative impact on the business if the expected

output had been sold in advance at a certain price and then needs to be brought back at a different price when there is an outage. Adverse market conditions may require increased margin cash requirements for the EM&T business, potentially resulting in financial losses.

Commodity prices fluctuate based on many factors, most notably supply and demand in local and global markets as well as operational, technological, political (such as the Russia/Ukraine crisis), social and economic factors, and actions by major commodity-producing countries. Seasonal variations and, in the short-to-medium term, uncertainty of the economic conditions, make it difficult to forecast future energy demand. Prices of commodities are correlated but can move independently from each other for long periods. Political factors may also trigger an expectation of or actual disruptions in supplies from those regions affected, which may lead to severe price movements or to the correlations of commodity prices. For example, LNG volumes were needed to balance the European gas market in the year 2022. This meant, amongst other things, that LNG was the price setter for both gas and power markets.

The external commodity price environment could also impact the Group's longer-term strategy, future dividend payments, and increase the likelihood of the Group's projects and assets being subject to cancellation, postponement or divestment.

### ***The Group's business may be affected by changes in weather conditions***

Gas and electricity sales volumes are affected by deviations from normal weather patterns and other environmental factors, which are beyond the Group's control, and which may have an adverse impact on the Group's business, results of operations and overall financial condition.

The demand for power, gas and services is seasonal and weather dependent. In the UK, higher demand is typically experienced during the cold weather months of October to March and lower demand during the warm weather months of April to September. Gas demand is particularly sensitive to weather conditions. The Group's profitability partly depends on its ability to manage its exposure to unseasonably warm or cold weather and to mitigate the impact of such fluctuations through adjustments to its tariffs. However, unpredictable volatility in weather patterns may make it challenging for the Group to adjust for fluctuations in pricing and demand, which could negatively affect its revenues and results of operations. In addition, the impact is compounded by the price cap, which limits the Group's recovery for unseen demand, that is the demand between the expected demand under normal weather conditions and the actual demand based on actual weather conditions. Furthermore, when commodity prices exceed the cap allowance, the Group's risk exposure is primarily to cold weather when additional volumes may be required for downstream customers at a cost higher than can be recharged. The Group's downstream business may also be exposed to revenue loss in warm weather, which may be further compounded by selling hedges at a loss.

### ***Liquidity risk, including risk relating to margin obligations as a result of existing contracts, is inherent in the Group's operations***

The Group is subject to risks associated with commodity prices that may fluctuate and become more volatile, leading to possible increases in margin cash requirements. In response to the elevated and more volatile commodity prices observed in 2022 (please see "*The Group is exposed to financial loss due to volatilities in commodity prices*" above), the Group has established enhanced processes to plan for and manage these risks in the trading business and in respect of the Group's operations. Despite these efforts, the Group may not be able to fully anticipate or mitigate the adverse effects of unforeseen market conditions, which could adversely affect its financial performance, liquidity, and ability to meet its margin cash requirements.

The Group has seen a rise in market prices, which led to increased credit exposures in line with its net purchasing activities. As a result of the extreme volatility in short-term commodity prices, the Group has experienced a negative revaluation of energy supply contract hedge purchases due for delivery in future periods. As prices rose significantly and then fell back, exposures increased to counterparties where the Group was a net seller, which resulted in increased counterparty credit risk.

In addition, collateral can be required in times of price or weather volatility and depending on which markets the Group uses to access price hedging and for physical supply of commodities. Cash forecasts identifying the liquidity requirements are produced at least monthly and these are assessed for different

scenarios, including the impact of significant changes in commodity prices. However, the Group's ability to access liquidity during periods of liquidity stress may be constrained as a result of current and future economic and market conditions. A reduction of the Group's liquidity could have a material adverse effect on its business, results of operations and overall financial condition.

***A downgrade in the Group's credit rating may increase its costs of funding and limit its ability to trade in commodity markets***

The Group benefits from its strong credit rating (long-term debt: Baa2 stable outlook (Moody's), BBB stable outlook (S&P)); (short-term debt: P-2 stable outlook (Moody's), A-2 stable outlook (S&P)). Any deterioration in the Group's credit ratings may reduce the Group's funding options, increase the Group's costs of borrowings, trigger additional obligations under certain bilateral provisions in some trading, derivative or collateralised financing contacts or otherwise affect its ability to obtain credit from counterparties. In particular, the Group may need to increase its levels of margin or other security in its wholesale commodity contracts or face limits on its ability to trade in commodity markets and to implement its hedging strategy. Any of these factors could have a material adverse effect on the Group's business, results of operations and overall financial condition. Although the Group's exchange margin is not a factor of credit rating, the level of margin financing may be influenced as the Group's bilateral margin thresholds may reduce if the credit rating deteriorates. As a result, the Group's access to the amount of "free" credit lines may reduce, which means that the Group would have to use letters of credit or other liquid securities instead.

***The Group has funding risks relating to its defined benefit pension schemes***

The Group maintains a variety of pension schemes, including defined benefit schemes which are open to the future accrual of benefits.

The aim of the Group and the Centrica pension scheme trustees (the **Pension Scheme Trustees**) (as set out in each scheme's Statement of Funding Principles) is for each scheme to have sufficient assets to cover its liabilities. The associated risks therefore primarily relate to interest rates, inflation, returns on assets and the longevity of scheme members; the mismatch between asset and liability value movements is a consequence of targeting higher returns than those available from assets effectively matching the liabilities. The defined benefit schemes' investment portfolios contain a high proportion of assets that are expected to provide a better return in the long term than alternative investments such as government bonds; however, in the short term, the difference between the value of liabilities and assets may vary, potentially resulting in a deficit having to be recognised on the Group's balance sheet, alongside an increase in the profit and loss expense and the funding requirements (cash and possibly contingent assets). The current business environment, with changing long-term interest and inflation rates, long-term gilt yields, corporate bond yields and credit spreads could also potentially result in a deficit having to be recognised, although the investments of the schemes include liability matching assets to hedge against interest rates and inflation risk.

The pensions schemes use Liability Driven Investments (**LDI**) to support the hedging of movements in long-term interest and inflation rates. These LDIs include derivative instruments supported by collateral requirements. If there is a significant volatility in real gilt yields like was seen in the second half of the year 2022), then there is a risk that the schemes have insufficient liquid assets to support additional collateral calls and the levels of hedging may need to be reduced as a result.

Furthermore, a quicker than expected increase in life expectancy and/or employee pensionable salaries increasing above the rates assumed in the previous scheme valuation could be expected to increase the defined benefit liabilities, although members' pension benefits have been changed in recent years to mitigate some of this risk, in particular in relation to pensionable salaries. Changes in the accounting standards relating to defined benefit pension liabilities could also lead to increasing deficits arising in the Group's pension schemes. The pension schemes in the UK are subject to triennial actuarial valuations, the latest valuation date being 31 March 2021. If these valuations identify that the pension schemes are in deficit, this could, subject to agreement between the Company and the Pension Scheme Trustees, result in additional deficit repair contributions being required, further changes to members' benefits and/or the Group offering more contingent assets or asset backed contributions as additional security. Any further requirement to make significant immediate cash contributions into one or more of the Group's defined benefit schemes to cover

any such deficits could have a material adverse effect on the Group's business, results of operations, and overall financial condition.

Expected changes to the UK pensions legislation in relation to strategy for pension scheme investment and funding could increase contributions required to the Group's UK pension schemes. These changes are currently expected to apply to pension scheme valuations with an effective date after April 2024.

Corporate activity by the Group which has a detrimental effect on the covenant supporting the Group's UK pension schemes may result in the Pension Scheme Trustees and/or the UK Pensions Regulator seeking additional funding to the Group's pension schemes to address requirements under UK pensions legislation. This could have an adverse effect on the Group's business, financial flexibility, results of operations and overall financial condition.

### ***The Group may fail to identify and execute suitable acquisitions***

The Group's success in acquiring suitable assets and rebalancing its asset portfolio may be limited by its ability to execute acquisitions. Failure or material delays to successfully acquire assets to replace its declining asset businesses, may reduce the Group's earnings diversification. Over-concentration or inappropriate balance of the Group's portfolio may mean that a disruption in one asset or revenue stream in the Group's portfolio may have a disproportionate impact on the Group as a whole.

There can be no assurance that economic interests taken in businesses or assets will prove to be good investments, or that any acquired business will be successfully integrated into the Group. Any of these factors could have a material adverse effect on the Group's business, results of operations and overall financial condition.

### ***The Group uses derivatives and hedging arrangements in the conduct of its business, which exposes it to further regulatory and financial risk***

Hedging transactions can result in substantial losses, which can occur under various circumstances. The standalone value of these hedges can change significantly, potentially increasing the volatility of cash required for margin calls and the accounting profit recognised within a particular period. In addition, losses may arise in any circumstances in which a counterparty does not perform its obligations under the applicable hedging arrangement, the arrangement is imperfect, or the Group's internal hedging policies and procedures are not followed or do not work as planned. As a result of these factors, the Group's hedging activities may not be as effective as intended in reducing, and may in certain circumstances increase, the volatility of its cash flows and earnings. Any such losses or increases in volatility could materially and adversely affect the Group's liquidity and financial position.

The Group uses derivatives and other financial instruments in the ordinary course of its business as part of its wider risk management programme. As a result, the Group is subject to additional regulatory regimes covering the execution of derivatives and other similar financial instruments in the UK, US, and/or the European Union (EU).

### ***The Group's business may be affected by the default of counterparties in respect of monies owed to the Group***

As a consequence of its normal operations, the Group often has significant amounts owed to it by its counterparties. In addition, the Group often holds large cash balances on deposit with financial institutions. There is a risk of a counterparty default, which may, among other things, reduce the Group's cash flows. The Group's policy to limit counterparty exposures by setting credit limits for each counterparty, where possible by reference to published credit ratings, cannot eliminate such exposure or absolutely mitigate such risk, and such a counterparty default may have a material adverse effect on the Group's business, results of operations and overall financial condition. The Group may also, from time to time, be owed amounts by its retail and wholesale customers. A significant number of defaults could also adversely affect the Group's business, results of operations and financial condition. Furthermore, due to the current political and economic unstable environment, the Group's business customers may face difficulties generating revenue or maintaining cash flows, leading to increased risk of default on their financial obligations and a corresponding impact on the Group's bad debt provisions.

The Group relies on third parties to perform certain services on its behalf and is thus exposed to regulatory and reputational impact. In January 2023, an issue experienced with a third-party supplier

specifically to the installation of pre-payment meters under court approved warrants, has caused public, regulatory, and governmental concern.

An increase in energy costs (and therefore energy bills) could impact the ability of customers to pay their bills. Business customer disconnections for reasons of debt have been paused as a consequence of the third-party supply issue impacting the domestic portfolio, however they are due to recommence in the second half of 2023. There remains a risk of regulatory intervention in the business sector, given, the Office of Gas and Electricity Markets (“Ofgem”) is conducting a wide review of the micro-business sector.

### ***The Group is exposed to currency fluctuations***

The Group has cross-border operational exposure in Danish krone, Euros, U.S. dollars, as well as other currencies. Operational and capital expenditure cash flows may also be in currencies other than Sterling, the Group’s reporting currency. The Group’s profitability may be adversely affected if the results and cash flows associated with these international operations fall or cash outflows rise because of currency fluctuations against Sterling.

It is the Group’s policy to use hedging instruments to manage the impact of currency fluctuations. To the extent that any of the Group’s potential exposure remains unhedged, or such hedging is ineffective, the value of its investments may be affected by fluctuations in currency. Adverse movements in currency rates may have a material adverse effect on the Group’s business, results of operations and overall financial condition.

### ***The Group is exposed to interest rate fluctuations***

The Group is exposed to movements in interest rates, which affect the amount of interest paid on borrowings and the return on its cash investments. If interest rates were to continue to increase, the amount of interest paid on floating rate borrowings would increase further, as would the cost of funding investments. The Group uses derivative financial instruments, such as interest rate swaps, to manage interest rate risk on long-term borrowings. To the extent that any of the Group’s interest rate exposure remains unhedged, or such hedging is ineffective, adverse movements in interest rates could have a material adverse effect on the Group’s business, results of operations and overall financial condition.

## **LEGAL AND REGULATORY RISKS**

### ***The Group’s business is subject to regulatory oversight and legal risk***

The Group is subject to various regulatory interventions from regulatory bodies in the UK, the Republic of Ireland, and elsewhere. Objectives of these interventions vary, but include changing environmental regulations and disclosure requirements, governance of industry operations, market conduct, security of energy supplies, privacy and data protection controls, amendment to existing tax and disclosure regimes and protection of consumers and business customers.

The ongoing level of focus on energy companies in the UK serves to heighten further the level of scrutiny from regulatory bodies, and other key stakeholders, including the UK government and consumer groups, adding to the level of public attention directed towards compliance matters. The most significant recent regulatory intervention is the Ofgem’s cap on standard variable and default energy tariffs introduced from the start of 2017 (please see “*Political, legal or regulatory intervention may have a negative impact on Centrica’s business and financial performance*” below for more information). Further regulatory change may result from the joint Ofgem and UK government review aimed at delivering “Flexible and Responsive Energy Retail Markets”, which aims to look into what policy, legal and regulatory changes might be needed to ensure that the energy retail market is fit for the future (an update on which is due later this year), and Ofgem’s recent Microbusiness Strategic Review which aims to better understand and address the issues faced by microbusinesses in the retail energy market (looking particularly at ways of enabling microbusinesses to engage with the market more effectively).

As well as Ofgem, the Group is subject to oversight from a wide range of other regulatory bodies including, the Competition and Markets Authority, the Agency for the Cooperation of Energy Regulators, the North Sea Transition Authority, the Office for Nuclear Regulation, the FCA and the Prudential Regulatory Authority (PRA) in the UK; the Commission for Regulation of Utilities in the Republic of Ireland; and other regulators in Europe where its subsidiaries are active in wholesale electricity and natural gas markets.



Regulatory bodies can impose rules on how the Group markets, sells and fulfils its products and services to its customers and have the power to amend or remove licences, conduct investigations into companies' operations, issue financial penalties and enforcement notices (including to stop the Group from acquiring new customers, and require it to increase capital holdings). In certain cases, regulators have the power to impose substantial fines that could have a material adverse impact on the Group's profitability. In the case of an Ofgem licence breach in the UK for example, fines could be up to 10 per cent. of Group revenue and in the case of a breach of EU Regulation (No. 1227/2011) on wholesale energy market integrity and transparency (**REMIT**), or breach of an FCA or PRA licence, the fine could be unlimited. While fines imposed to date by regulators on the Group and close competitors have not reached these levels, future fines may be more significant. By way of example, Ofgem recently used its powers under REMIT for the first time, to impose a significant penalty on a market participant. Any intervention or remedies could materially adversely impact the Group's business, operations and overall financial condition.

The Group's Exploration and Production (**E&P**), British Gas Energy (**BGE**) and EM&T businesses in the UK, the Republic of Ireland, and mainland Europe are closely regulated and significant changes to the legal and regulatory framework of these markets could have an impact on the Group's ability to achieve its operational or financial goals.

The UK E&P and UK retail and business energy supply businesses have also seen regulators impose significant obligations to implement carbon reduction/bill saving measures. The Energy Companies Obligation (**ECO**) came into effect from January 2013. The current obligation period, known as ECO4, came into force in the summer of 2022 and runs to March 2026. ECO4 is a significant step-change in design from previous iterations, moving to a more complex whole house approach directly rewarding improvements to the energy rating of the home. ECO4 remains targeted at low income and vulnerable households only. The Department of Energy Security and Net Zero has signalled that they may make some minor changes to the scheme in 2024. A second ECO obligation will come into force in the summer of 2023, the Great British Insulation Scheme (**GBIS**) and will run concurrent with ECO4 out to March 2026. GBIS will offer the opportunity for single insulation upgrades, some fully funded, others requiring contribution, for over 80 per cent. of UK households. There is always a reasonable level of risk that the Group may not fulfil its ECO obligations, which could also harm the Group's reputation and have an adverse effect on its results of operations and financial condition.

In relation to the BGE business, there is the expectation that a market half-hourly settlement (**MHHS**) will be an industry wide requirement by 2025, and that all energy suppliers will be required to settle electricity customers half hourly. The Group is a participant in a scheme to adopt this requirement early and it intends to enter into a process so that the scheme is in place by the end of 2023. The Group's early adoption of the MHHS scheme may carry a higher degree of financial, reputational or operational risks.

Similarly, the regulatory and policy landscape for distributed energy solutions in the main territories where the Group's CBS business operates (UK, Ireland, Italy, Hungary, Belgium and the Netherlands) may affect demand for distributed energy solutions from CBS's commercial and industrial customers although there are other market trends and drivers for that demand such as enhanced customer site resilience and decarbonisation, particularly electric vehicle enablement and net zero objectives. Similarly, the regulatory and policy landscape for distributed energy solutions in the main territories where the Group's CBS business operates (UK, Ireland, Italy, Hungary, Belgium and the Netherlands) may affect demand for distributed energy solutions from CBS's commercial and industrial customers although there are other market trends and drivers for that demand such as enhanced customer site resilience and decarbonisation, particularly electric vehicle enablement and net zero objectives. Such demand might be affected by, for example, regulatory and policy changes that impact the economics behind the meter gas-fired combined heat and power (**CHP**) plant. The examples of these include regulatory changes to carbon taxes or to the method of recovering policy costs. The Group intends to mitigate the risks related to such regulatory change via its efforts to decarbonise electricity generation of the Group's industrial and commercial customers, including decarbonisation via renewable onsite generation (such as solar power) or implementing decarbonisation routes for the CHP plant (such as hydrogen-ready assets).

Any further regulatory developments affecting the energy markets within which the Group operate are uncertain and may have a material adverse effect on the Group's business, results of operations and financial condition.

***Political, legal or regulatory intervention may have a negative impact on Centrica's business and financial performance***

The Group is subject to political interventions and corporate governance changes in various jurisdictions, including the UK, Republic of Ireland, and other regions. There have recently been significant regulatory changes enacted or proposed in respect of almost all aspects of the energy system, particularly in response to energy supply crisis following the Russia/Ukraine crisis and the drive to meet net zero targets, which may have a material impact on the Group's business. Government intervention in energy markets or policy changes (including any changes arising as a result of the legislation introduced to facilitate the attainment of net zero emissions targets and in response to the energy supply crisis) may significantly impact the Group's business and its ability to invest in new assets in the future. Heightened international political instability, including the consequences of the Russia/Ukraine crisis may lead to additional sanctions or other trade restrictions that may adversely impact the Group's commodity sourcing and project execution. Any perceived or actual non-compliance by the Group may result in substantial fines, loss or suspension of licences, legal proceedings and negatively impact on the Group's brands, operations and reputation.

The Group is subject to regulatory developments and the energy price caps. Therefore, if the price caps are set at low levels, certain challenges relating to cost recovery may be faced by the Group. The first energy price caps for customers using pre-payment meters and customers on standard variable tariffs were introduced by Ofgem on 1 April 2017 and 1 January 2019, this latter cap being known as the default tariff cap ("**Default Tariff Cap**"). From 1 October 2022, the UK government introduced the 'Energy Price Guarantee' as an additional temporary measure to limit the amount that customers pay for domestic gas and electricity to protect them from the recent significant increases in wholesale gas prices. Under the Energy Price Guarantee scheme, the UK government compensates energy suppliers for the difference between the previously expected Default Tariff Cap and the reduced Energy Price Guarantee rates. The level of the Energy Price Guarantee is updated quarterly to reflect inflation and changes in underlying costs and was recently extended for a further three months until June 2023. From July 2023, consumers will pay the lower of the Ofgem price cap and the energy price guarantee until the end of March 2024. The UK government also introduced the 'Energy Bill Relief Scheme' from 1 October 2022 which provided equivalent support to non-domestic consumers to that provided to domestic consumers under the Energy Price Guarantee. The Energy Bill Relief Scheme was subsequently replaced by the less generous 'Energy Bill Discount Scheme' which runs from 1 April 2023 to 31 March 2024. Under the Energy Bill Discount Scheme, eligible non-domestic consumers receive a per-unit discount to their energy bills, subject to a maximum discount. The Energy Prices Act 2022, which implemented the aforementioned energy bill relief for domestic and non-domestic consumers, also gives the Secretary of State wide-ranging powers to take emergency action in response to the global energy supply crisis for a period of three years and six months from 25 October 2022. The steps that may be taken under such powers include giving financial assistance and acquiring or otherwise enabling access to energy or relevant infrastructure (including by entering into contracts) and the Secretary of State's expenditure is capped at £100 million per project (unless approved by the House of Commons or the Secretary of State considers it urgent and not reasonably practicable to obtain approval). In addition to price regulation, we are subject to a broader set of regulatory requirements, most notably as described in the Electricity and Gas Supply licences, but also as described in more detailed industry Codes. These impact all aspects of the way the Group operates its energy supply business – including standards of conduct for the way the Group engages with its customers, customer debt recovery, metering installations and new requirements relating to operating the business in a financial responsible manner.

The UK government launched a major review into UK's wholesale electricity market design in July 2022, the Review of Electricity Market Arrangements (**REMA**). The core objective of this review is to reform wholesale electricity market arrangements to ensure that they facilitate the UK's commitment to the full decarbonisation of the electricity sector by 2035. Options still under consideration include moving from national wholesale pricing to a zonal or nodal pricing model. The UK government intends to publish a second consultation in 2023 and has stated that it will take decisions on shorter-term reforms more quickly where possible. It is possible that REMA will result in fundamental changes to the operation of the UK wholesale electricity market, with the potential to have a material effect on the Group's business, results of operations and overall financial performance. The Group is mitigating this risk by continuing to advocate for reforms that are in the interest of the Group and our customers and will adapt commercial strategies to mitigate the effects of any adverse reforms that may emerge from the review.

In the UK, certain political parties have made statements in respect of their intended actions in the UK energy supply and generation markets. The Labour Party's energy policy includes freezing energy bills, to be paid for by a windfall tax on profits of oil and gas companies, and establishing a publicly owned company, Great Britain Energy, to invest in clean power generation. Any changes to UK government policy or an early general election may trigger new announcements, proposals or interventions in the UK energy

supply, production or generation markets, and any such interventions could have a material adverse effect on the Group's business, results of operations and overall financial performance.

The significant media attention generated by energy being made as a political "hot-topics", especially since the Russia/Ukraine crisis and the cost-of-living crisis has resulted in significant increases to energy prices, may also have an impact on the operations of British Gas. Increased public discussion about energy companies may have an impact on the perception of the Group's brands, and any price increases receive public attention, which may be disproportionate with the media coverage of other competitors. This may be especially heightened as UK government support for energy consumers in the form of the Energy Price Guarantee and the Energy Bills Support Scheme come to an end (although the result net effect on consumers' energy bills is yet to be determined).

It is also possible that the regulation of air quality in the UK is further tightened by additional legislation, including the Environment Act 2021 under which the Secretary of State is required to long-term environmental targets, including in respect of air quality. The air quality standards regulations in England and Wales require the Secretary of State and the Welsh Ministers (respectively) to, amongst other things, classify each zone of the country according to whether the ambient air exceeds the thresholds in the Regulations on a wide range of pollutants (including sulphur dioxide and nitrogen oxides), monitor levels of certain pollutants and ensure the levels do not exceed the prescribed limits and implement air quality plans to achieve the limit values. The introduction of these limits may adversely impact the market for some of the Group's activities to the extent alternative technological solutions are not possible.

The UK government has publicly announced a net zero carbon emissions target by 2050 and committed to decarbonising electricity generation by 2035. The Climate Change Council, the statutory body responsible for advising the UK and devolved governments on tackling climate change, has reported that whilst the UK government has a solid net zero strategy in place, important policy gaps remain. As a result, additional policy interventions are likely, which could have long-term impacts on use of gas for heating and in power generation. This may have a material adverse impact on the Group's business, results of operations and overall financial performance.

### ***Initiatives to address climate change may affect the Group's operations***

The continued focus on climate change and solutions to global warming, including activities by non-governmental and political organisations as well as greater interest by the broader public, is likely to lead to additional regulations designed to tackle climate change. Policies and initiatives at national and international levels to address climate change may affect business conditions and demand for various types of energy and related solutions particularly in the medium to long term. This risk extends to increased pressure from government, investors and customers to commit to and deliver on meaningful corporate carbon reduction targets.

Customer response to climate change also presents risks to the Group, through risk to sales volumes of fossil fuel-based offerings due to growing customer demand for low-carbon products and services.

Policy approaches that promote or mandate the usage of alternative low-carbon energy sources and technologies may have an adverse impact on the Group's ability to maintain its profitability or position in key markets. In addition, new regulatory regimes may adversely affect the Group's operations if the Group is unable to scale up economically viable, as well as publicly acceptable, solutions that are aligned with a low-carbon market for new and existing projects or products. Additionally, policy changes could shorten the viable operating life of fossil-based assets leading to value impairment. Failure to adhere to the terms of any such policies or regulations on climate change, or indeed damage to the environment caused by the Group's business activities, could result in remediation costs in addition to reputational risk, legal proceedings or other measures being taken against the Group.

Increasing concern amongst institutional investors relating to the financial implications of climate change and exposure and resilience of organisations to the risks may lead to divestment and reduced access to capital.

### ***The Group may be significantly impacted by changing tax laws and tax rates***

The Group is subject to tax and tax legislation applicable in the markets and jurisdictions in which it operates. In particular, the Group is impacted by significantly higher rates of tax in its E&P businesses, most notably in the UK where the headline rate of tax is 75 per cent. (comprising a 30 per cent. ring fence

corporation tax and 10 per cent. supplementary charge, as well as a 35 per cent. energy profits levy (**EPL**). In addition, whilst the Group is now subject to the ordinary corporate income tax rate of 22 per cent. in Norway, it has previously been subject to the higher 78 per cent rate (and therefore historic tax liabilities may continue to be subject to that significantly higher rate).

The UK government enacted the EPL, a surcharge on the extraordinary profits made by the oil and gas sector, in June 2022 and in the November 2022 Autumn Statement announced that the EPL would increase from 25 per cent. to 35 per cent. from 1 January 2023 to 31 March 2028. They also announced a 45 per cent. of the Electricity Generator Levy (**EGL**), which was included in the 2023 Spring Finance Bill and is expected to be enacted later in 2023, on nuclear and renewable electricity generation from 1 January 2023 to 31 March 2028.

The Autumn Statement also included the announcement of a Vehicle Excise Duty on electric vehicles (**EVs**), expected to come into force from 1 April 2025, which could impact our EV charging point strategy as increased taxes may make EV ownership less attractive.

The Group's upstream businesses are typically subject to different tax rates and regimes than those that apply to its supply of energy services businesses. Consequently, the Group is exposed to changes, both in the general corporate tax regime and specific tax regimes in relation to upstream production or other business segments. Tax laws, tax rates and interpretation of legislation and compliance and disclosure requirements, with associated costs and penalties change regularly, which could have a material adverse effect on the Group's business, results of operations and overall financial condition.

### ***The Group is subject to numerous permit requirements and licencing regimes***

The Group's various businesses require authorisations from national and local government agencies. Obtaining and maintaining these authorisations can be a complex and time-consuming. The Group cannot guarantee that it will be able to obtain or maintain all required authorisations in a timely manner. Failure to obtain, renew or maintain required authorisations, or disputes related to previously obtained authorisations may lead to suspension or termination of operations, material fines, penalties, liabilities and costs that could have a material adverse effect on the Group's financial condition, results of operations and cash flows. The Group's failure to obtain or maintain certain quality and safety certifications or meet related targets may result in early termination of contracts or exclusion from future contracts, either of which could have a material adverse effect on the Group's financial condition, results of operations and cash flows.

### **INTERNAL CONTROL RISK**

#### ***The Group is exposed to the risk of interruptions to infrastructure and IT systems, cyber threat or failure to protect confidential information***

The General Data Protection Regulation (**GDPR**), with other privacy legislation following suit, has increased the enforcement powers of supervisory authorities, including the ability to impose fines and to suspend processing of personal information. For example, the Group is subject to the GDPR in the EU (**EU GDPR**) and the UK (**UK GDPR**). Breach of any of the EU GDPR or UK GDPR laws or regulations could lead to significant penalties, other types of government enforcement actions, private litigation and/or damage to the Group's reputation, as well as impact the Group's ability to deliver on its digital productivity and growth plans. GDPR and other privacy laws also give individuals the right to bring collective legal actions against the Group for failure to comply with data privacy laws.

The Group's businesses, joint ventures, and associates could be impacted by an incident arising from the accidental or deliberate breach, unavailability or integrity of personal identifiable information, sensitive business data or intellectual property. This could result in fines, regulatory intervention, reputational damage or loss of competitive advantage impacting revenue and/or share price.

The legal collection, use, storage and disposal of information faces far greater scrutiny from regulators, customers and employees. The Group must comply with laws and regulations, in the various jurisdictions in which it operates and provide for secure transmission of business sensitive, personal identifiable information and other data. EU, UK and U.S. data privacy and cybersecurity requirements and proposals to amend such requirements, together with any regulatory changes, could increase the requirements around regulatory and public notification of incidents, acknowledgement of claims by data subjects and also the ability of the regulator in question to impose associated fines or penalties for non-compliance.

The Group's operations, including the efficient management and accurate billing of the Group's customers, effective upstream operations, and successful energy trading and hedging activities rely on sensitive and highly complex information systems and networks, including systems and networks provided by and interconnected with those of third-party suppliers. Whilst the Group has implemented appropriate oversight of third-party suppliers to ensure the focus on confidentiality, availability and integrity of information systems, circumstances will occur beyond the control or awareness of the Group in the third-party, which will impact the Group operations and could harm the Group's reputation, licence to operate or expose the Group to litigation.

Information security compromise could cause system outages or reduced output that could cause significant financial and operational loss, for example by preventing the Group from serving customers, communicating with third parties, maintaining facilities, generating and purchasing energy, collecting and tracking revenues, or processing and reporting information.

A compromise of its information system could cause a serious disruption to the business of the Group, and specifically for EM&T, its ability to meet its respective payment obligations under the Notes or to comply with the terms and conditions of the Notes. In addition, a cyber-attack could have an adverse impact on the operation of critical national infrastructure. Furthermore, if one of the Group's third-party suppliers suffers a compromise, this may lead to the costs of redress being borne by the Group or the costs of changing suppliers where agreement cannot be reached on amended terms. These all could have a material adverse effect on the Group's reputation, business, results of operations and overall financial condition.

Parties wishing to disrupt or reduce output from the energy infrastructure and networks in which the Group operates may view the Group's information systems as an attractive target for cyber or other attacks. The cyber threat from nation state hackers remains very high. In particular, the Ukraine conflict has heightened the external cyber threat landscape and following the public deterioration in the relationship between Russia and the UK, increased cyber activity towards the oil and utilities sectors has been reported.

The Group is also vulnerable to the potential viral effect of insiders, consumers, nation state or 'hactivist' groups using social media channels that could expose the Group to legal liabilities and/or damage the Group's reputation.

The volume and complexity of cyber security threats from all sources are increasing and constantly evolving. Techniques previously restricted to nation state level capability are now being quickly commoditised and made available to state sponsored groups and criminals, dramatically increasing the effectiveness of these attacks. Due to the continual advancement of technology, computing capabilities and other developments, such as artificial intelligence attackers are able to develop targeted attacks at a lower cost and greater sophistication. This includes the use of social media to create realistic and believable messages to socially engineer or trick employees into revealing sensitive information or compromising the Group. This could expose the Group to reputational, business and financial risk.

Increasing use of connected operational technology gives rise to new types of cyber and information security threats. Operational technology is used throughout the Group in support of business functions from managing gas supply, introducing additional supply capacity from third-party providers such as wind farms, battery plants, solar and critical services such as combined heat power units to supply hospitals and military bases with heat and power. An attack on the Group's operational technology could result in disruption to key services resulting in reputational and financial impact.

Internal misuse by employees including staff of third-party suppliers with access to the Group's information systems either accidentally or maliciously, could result in a data breach or an incident with operational impact. This could expose the Group to regulatory intervention, fines, reputational, business and financial impact.

There is a risk that the Group's security measures will not be sufficient to prevent, respond to or recover from all possible cyber-attacks which could have a material adverse effect on the Group's reputation, business, results of operations and overall financial condition.

### ***Damage to corporate reputation or brand perception could affect the Group's competitive position***

The Group and its businesses are leading energy brands, and its brand and reputation are important assets. The Group must actively manage its reputation, and that of senior management, with a number of different stakeholders including customers, investors, opinion-formers, consumer and community representatives, employees, the media, governments and government agencies, other political parties and

regulatory and trade union bodies. Any failure to follow the Group's global business principles of operating professionally, fairly and with integrity, or the public perception that there has been such a failure or other real or perceived failures of governance or legal or regulatory compliance could further undermine public trust in the Group, one or more of its businesses or its management, lead to increased regulatory intervention, harm the Group's reputation, damage one or more of its consumer brands and adversely affect its business, results of operations and overall financial condition.

The ongoing challenges of day-to-day costs of living including energy, increased political pressures and other economic challenges have all increased the level of media coverage, and had a negative impact on the public's perception of the energy industry and many of the companies that operate in this industry. Social media also allows customers and consumer groups to readily engage, share views, and take part in direct action and other campaigns. Any failure to retain the trust of the Group's customers and/or shareholders could lead to campaigns for corporate change through increased shareholder resolutions, and/or challenges in attracting and retaining new customers. In addition, British Gas, as the UK's leading residential energy and services provider and Bord Gáis Energy as one of the leading energy providers in the Republic of Ireland, may be subject to heightened scrutiny by the media, in particular regarding compliance with their regulatory obligations and their domestic and business energy pricing policies. The increased level of media coverage may also result in additional or heightened government and regulatory scrutiny for the Group as a whole.

### ***The Group may fail to deliver its stated strategic objectives***

The Group is aiming to achieve cost efficiencies and growth in new, as well as existing business areas in order to be successful in its strategic objectives. This may include entering new markets with increased uncertainty, developing new commercial offerings or evolving existing commercial offerings.

The delivery of certain large change programmes within the Group's businesses is technically complex. Trying to deliver too much change could result in a stretch on resources, undermine systems integrity, threaten business continuity, cost more than originally planned or take longer than estimated to implement. Change programmes could also suffer from quality, safety and compliance issues. Planned cost savings, value creation or other benefits may not be realised, and individual products may not be as widely accepted as anticipated.

As a result of business change, any failure to attract or retain capability and corporate knowledge, to mobilise personnel quickly, or take into account trade union dialogue, could affect the Group's ability to successfully execute any future plans. Delays or challenges with organisational restructure, changes to billing systems, the implementation of new products and entry into new markets, integration of acquisitions, meeting expected growth targets, and asset disposal could adversely affect stakeholders' perception of the Group, if not successfully delivered.

Management has publicly communicated the importance of its strategic priorities and aligned the future success of the Group to delivery of these goals. Failure to deliver on the Group's strategy or plans and to identify changes in the market environment and react appropriately, disruption to the business caused by these changes, or any significant variation in one or more external factors not under the Group's direct control could have a material adverse effect on the Group's business, results of operations and overall financial condition.

## **RISKS RELATED TO THE ISSUER'S BUSINESS ACTIVITIES AND INDUSTRY**

### ***The Group operates in competitive markets***

The Group operates in highly competitive markets for the supply of energy and services to business and residential customers, including new home technology services and products. Customer behaviour and demand can change due to improved energy efficiency, climate change, government initiatives, long-term weather patterns and the general economic outlook (please see "*The Group's business activities and sales may be affected by changing customer behaviour and the efficiency and emergence of new technologies*" for further information).

In late 2021, a combination of commodity market volatility and a lack of financial resilience amongst suppliers led to over 25 energy suppliers exiting UK's energy market. Although Ofgem has taken action to restore market stability and ensure suppliers act in a financial responsible manner, for example through the

introduction of Market Stabilisation Charge, the Ban on Acquisition-only Tariffs or the introduction of an Enhanced Financial Responsibility Principle, there remains a risk that some energy suppliers may discount heavily in response to falling commodity prices and ahead of minimum capital requirements, which have been proposed for implementation from the second quarter of 2025. Heavy discounting may have a significant impact on the Group's customer numbers due to the high-profile nature of many of the Group's brands. Such risk may be mitigated by the incentives created by Ofgem's new regulatory regime to promote responsible pricing and hedging strategies adopted by energy suppliers in the UK.

The Group also operates in the competitive home services market in the UK. Competition in these markets is increasing as existing energy and other service providers, such as insurance companies, telecom companies, security companies, supermarkets and other large retail companies have entered the services market and seek to strengthen their positions and diversify their product offerings.

Whilst the markets in which CBS provides business energy services, are continuing to grow and develop, competition remains high, among a broad range of market participants including energy services companies, utilities and major oil and gas companies. Due to the uncertainty this causes, the Group faces risks of failing to achieve its desired growth rates and margins in this market.

There can be no certainty that the Group will retain or develop a competitive position within the markets in which it operates, which if not achieved, could have a material adverse effect on its business, results of operations and overall financial condition.

#### ***The Group may fail to provide good quality customer service levels***

The delivery of high-quality customer service is central to the Group's business strategy. The Group's failure to maintain or improve service quality could lead to customer churn, resulting in reputational damage and potential loss of revenue. The Group's customer base may be impacted by various factors, including the cost-of-living crisis, high levels of inflation and concerns over the continuity of energy supply arising from the Russia/Ukraine crisis. With higher level of wholesale commodity prices resulting in significantly higher customer bills, the Group experienced an increase in the levels of customer contact in 2022 by almost a third compared to 2021, with greater customer focus on the level of their bill and direct debit payments. Although most of the complaints were resolved within a day, there can be no guarantee that the Group will be able to efficiently handle customer inquiries and complaints in the future. Customer service and complaints handling is also subject to Ofgem's programme of market compliance reviews, escalating regulatory risk regarding this issue.

In addition, other factors, such as the peak service demand exceeding the engineer capacity, may lead to longer waiting times and lower customer satisfaction levels. Any failure to maintain good quality customer service levels or to improve service levels in certain parts of the Group's business could have a material adverse effect on the Group's reputation, business, results of operations, and overall financial condition, as well as subject the Group to the risk of increased regulatory scrutiny that could, in turn, result in sanctions from relevant authorities.

The government's discount schemes for businesses have also generated a higher level of customer contact and has resulted in some reduced levels of quality of customer service as the discount schemes are complex, and the Group has had to invest in system changes and upgrades to deliver the discounts. This has resulted in some customers receiving delayed discounts, or incorrect discounts, which impacts the customer experience overall. Please see "*Political, legal or regulatory intervention may have a negative impact on Centrica's business and financial performance*" above for further information.

#### ***The Group is exposed to uncertain decommissioning costs***

The Group incurs liabilities and costs associated with decommissioning of E&P assets at the end of their lives, which are periodically reviewed and estimated based on reserves, price levels and technology at the relevant balance sheet date. For storage assets, the estimated cost of decommissioning is based on the general economic performance of each asset, including price levels and decommissioning technology at the relevant balance sheet date. As at 31 December 2022, the Group's gross decommissioning provision was £1,514 million (as described on page 174 of the annual report of the Issuer for the year ended 31 December 2022). The payment dates of total expected future decommissioning costs are uncertain and dependent on the lives of the facilities but are currently anticipated to be predominantly incurred by 2030. The assumptions

regarding decommissioning expenditure value and timing and any changes to these assumptions may have a material impact on the value of deferred tax assets and liabilities.

The decommissioning of the Group's assets is regulated by law and may require the owners of installations and pipelines to provide security and/or enter into decommissioning security agreements. Decommissioning liabilities may be increased as the UK Secretary of State is entitled to make all relevant parties (which may include former owners of such assets) liable for the decommissioning of an installation or pipeline and may require financial information and decommissioning security at any time during the life of an oil or gas field. This could result in increased costs for owners of installations and pipelines. Decommissioning costs could exceed estimates and the Group may be required to provide greater security for decommissioning costs than expected, which could have a material adverse effect on its business, results of operations and overall financial condition.

The EDF Energy Nuclear Generation Limited (**ENGL**) nuclear fleet will, following closure of the power stations, give rise to decommissioning costs. Certain of ENGL's nuclear liabilities will be paid for from the 'Nuclear Liabilities Fund' which is underwritten by the UK government. There is a risk that a breach of minimum performance standards may result in the creation of disqualified liabilities, which would not be funded by the Nuclear Liabilities Fund and would fall to ENGL to discharge.

### ***The Group is exposed to risks associated with the existing ENGL nuclear fleet***

The Group holds a 20 per cent. interest in Lake Acquisitions Limited (**Lake**), a nuclear power generation business that owns eight nuclear power facilities, which are operated by Lake's indirect, wholly-owned subsidiary, ENGL. The remaining 80 per cent. of Lake is owned by Edf Energy Lake Limited (**EDF**). This investment exposes the Group to the risks associated with the nuclear industry (including the fleet's operational life, planned and unplanned outages and operational costs) and the impact of nuclear regulation (including HSES regulation relating to the operation of nuclear power stations). The Group is also exposed to potential losses in production due to the fleet's age, which could be further exacerbated by unforeseen plant closures, such as those experienced at the Dungeness B plant. Dungeness B ended operations in June 2021 having been on extended outage since September 2018 due to a range of unique, significant and ongoing technical challenges that were not found at the other advanced gas-cooled reactor power stations. Ahead of closure, detailed analysis highlighted a number of additional station-specific risks within some key components, including parts within the fuel assemblies.

Although ultimate responsibility for the safe operation of nuclear plants remains with ENGL, the Group, through its joint venture with EDF, is also exposed to the scope of the hazards associated with the nuclear power generation industry.

Whilst the Group enjoys certain veto rights over certain decisions to be taken by Lake (or its affiliates), EDF has majority management control of such entities. As such, if the Group disagrees with EDF's management, it has limited rights to dispute and seek compensation in relation to such decisions.

### ***The Group's business activities and sales may be affected by changing customer behaviour and the efficiency and emergence of new technologies***

The Group's future operations may be impacted by changes in customer demands and regulatory requirements driven by economic, political, and social developments such as rising income inequality and climate change. This may result in significant additional risks, operational constraints and increased capital requirements. In addition, ineffective or incomplete implementation of new legislation may have adverse consequences on the viability of investment in new technologies and the development of new assets.

Improved energy efficiency, new boiler installations, and changing customer behaviour as a result of greater environmental awareness, reaction to past retail energy bill movements, long-term weather patterns and the general economic environment have led to a reduction in energy demand. The UK government's focus on energy efficiency and low-carbon solutions may subject the Group to additional obligations, leading to higher operating costs, increased capital investment, and operational constraints.

Technology and innovation are critical to the Group's operations and failure to develop, access or deploy the right technology may adversely affect the Group's strategy and license to operate. The Group operates in environments where new, evolving and/or advanced technologies are needed. While these technologies have been evaluated as appropriate for use within the Group's operations, there is always the



possibility of unknown or unforeseeable circumstances or impacts that could harm the Group's reputation, licence to operate or expose the Group to litigation.

As digital media, the internet and mobile devices play a greater role in the retail energy and services sectors, the Group may face heightened competitive pressures and changing customer loyalties. The internet, mobile devices and innovation in the energy sector, such as smart metering, smart grids, micro generation and energy management/automation, will play a greater role in customer choice, enabling faster switching and potentially reducing customer brand loyalty and therefore the Group's earnings. New regulatory requirements would allow non-energy firms to access customer energy consumption data, reducing the value of the Group's proprietary information covering a significant portion of the consumer energy market in the UK. Due to these challenges, the Group cannot guarantee the success of its future operations or strategy, its ability to remain competitive, offer innovative products or take advantage of opportunities that may arise.

The Group is also subject to UK government obligations to promote energy efficiency and clean energy, including smart meter installation. The long-term demand for gas will be significantly affected by government and industry decisions around market structures, climate change initiatives and generation mix. The Group needs to grow its energy market share in certain markets and demand for its services and products, including energy efficiency measures (microgeneration, distributed energy, insulation, and smart enabled applications). The success of these initiatives could significantly impact the Group's revenues and profits, but there is no assurance of their success, widespread adoption, or government support. Failure by the Group to adapt to further regulation, changing customer demands and global climate change may adversely affect the Group's reputation, business, results of operations and overall financial condition.

***The Group depends on the performance of third parties for certain contracts and activities, which have been outsourced***

The Group has entered into a number of outsourcing contracts, some of which are for offshore operations, in respect of certain support functions for its businesses in the UK including business-critical information technology services, financial accounting matters, customer services, and customer billing transactions. In addition, a number of the Group's assets rely on third party infrastructure. For instance, some of Spirit Energy's production assets, including certain projects, are operated or developed by third parties, as well as some of the Group's physical trading agreements, which rely on third party ship and terminal owners and third-party transportation (including by way of illustration to supply, transport and regasify). As with any contractual relationship, there are inherent risks to be considered and mitigated. Notwithstanding the fact that the appropriate due diligence has been carried out on the suppliers and the relevant service quality and governance measures are incorporated into the agreements, there can be no guarantee that suppliers will be able to provide the functions and services for which they have been contracted (notably in Bord Gáis Energy) or will comply with all applicable laws and regulations. Any failure by suppliers to deliver the contracted goods or services, and to adhere to the relevant laws and regulations, the Group's Corporate Responsibility and other policies, could have a material adverse effect on the Group's reputation, business, results of operations and overall financial condition.

As experienced in January 2023, the impact of a third-party supplier relationship going wrong can be wide reaching. As mentioned above, the matter was in the public domain, with the Group voluntarily taking action to temporarily halt any ongoing force fitting of pre-payment meters. As a consequence of the issue, and the decision by the Group to conduct an in-depth investigation, all debt collection activity that required visiting a customer's premises (domestic and business) was paused. This has resulted in customer debt across the Group's energy divisions accumulating at a much higher rate than anticipated, and the Group has not been able to effectively deploy all of its usual debt recovery processes whilst the investigation was ongoing.

The Group's investigation has now concluded, and the decision has been taken to move the specific activities performed by the third party activities back in-house, which may have an impact on the ability of the Group to recover debt sufficiently during 2023.

It should be noted that Ofgem has initiated its own investigation into the Group to look into the same issues as the internal investigation. The Ofgem investigation is currently expected to conclude later in 2023. Therefore, there remains a further possibility of further regulatory changes being implemented as a result of Ofgem's conclusions which may impact the Group's ability to recover customer debt, which could have a material adverse effect on the Group's business, results of operations and overall financial condition.

***The Group may be impacted by outages in gas and power assets, and may fail to sufficiently develop producing assets and replace reserves***

The Group currently owns (in whole or in part) or has offtake from a variety of gas (including LNG) and power assets in the UK and overseas and its results of operations and financial condition could be materially adversely impacted if there were to be long-term outages associated with one or more of those assets.

In order for Spirit Energy to maintain a sustainable business following future cessation of production and decommissioning of its current hydrocarbon production assets, it will be important that Spirit Energy successfully pursues strategic energy transition opportunities from its existing assets. In this regard, Spirit Energy faces competition from a variety of different sources securing the necessary licences and regulatory and partner support in order to be able to progress such opportunities. Similarly, timing delays, cost overruns, changes in regulatory and market environment as well as unsuccessful development and management of partners may render such projects uneconomic.

Spirit Energy's assets may not perform as expected, including as a result of shutdowns or an inability to realise expected production volumes. Lower production volumes could have a material adverse effect on the Group's earnings and cash flows.

A material unresolved operational failure relating to the processing and/or withdrawal of stored gas, for example a material unresolved operational failure at the Easington gas terminal operated by Centrica Storage Limited could materially affect the Group's ability to access and trade in stored gas inventory, which could in turn have a material adverse effect on the Group's earnings and cash flows.

***The Group's business relies on the security of energy supply and events outside of the Group's control may disrupt the Group's operations***

As UK gas reserves have declined, the UK has become more reliant on gas pipeline supplies, together with LNG supplies, from Norway and other countries. Therefore, any disruption to these supply routes could have a significant impact on the availability and price of gas. Additionally, the Group's reliance on third-party supply chains increases the risk of potential disruption from natural disasters, acts of terrorism, and cyber-attacks.

The Group's business is exposed to the risk of facilities being damaged by natural disasters, including severe weather conditions, which could impact the availability of gas and power assets in the UK and overseas. Furthermore, terrorist activity, including sabotage or cyber-attack of power stations or pipelines, could also disrupt the energy sector and cause a break in the supply of energy to customers. An act of terrorism in a geographical location in which the Group has an interest could also have a commercial impact on the Group's existing agreements in the affected region.

The Group's entire business is exposed to the risk of facilities being damaged by natural disasters, including but not limited to severe weather conditions, which could impact the availability of gas and power assets in the UK and overseas. The Group currently owns (in whole or in part) or has offtake from a variety of gas (including LNG) and power assets in the UK and overseas. Therefore, any break in the supply chain, for example as a result of unplanned outages, could impact the Group's desired service level to its customers, which in turn could affect the Group's earnings. In addition, any failure to supply energy to customers could have a material adverse impact on the Group's reputation, business, results of operations and overall financial condition.

Certain events, including those arising due to third-party actions, such as the rapid and deadly spread of infectious disease, extreme weather events and natural disasters, cyber-attacks, social unrest and acts of terrorism or war, are not within the Group's direct control; however, these may cause significant disruption or interruption to the Group's operations, impact customer energy supplies and result in significant costs managing and reinstating normal customer services. Business continuity plans are in place, and regularly tested, to ensure such events are managed and appropriately mitigated, minimising disruption and potential loss. Furthermore, a rapid spread in infectious disease in the Group's main markets, could also indirectly impact the Group by curtailing customers' ability to settle their liabilities on time, as well as through contributing to a wider economic slowdown with a knock-on effect on the Group's liquidity and revenue streams.

In summary, the Group's entire business is exposed to the risk of disruption to the supply of energy due to international events, natural disasters, and terrorist activity, which could have a material adverse impact on the Group's results of operations and financial condition.

## **ENVIRONMENTAL, SOCIAL AND GOVERNANCE RISKS**

### ***The Group is affected by global economic conditions***

The Group continues to pursue a range of investment options across the energy chain both to deepen the Group's customer relationships and to secure the Group's future energy requirements.

The Group's operating and financial performance is influenced by the economic conditions of the countries and markets in which it operates and the Group's access to debt markets to raise capital through instruments such as bonds and commercial paper. Pressure from economic deterioration, inflation, volatile wholesale prices, increased levels of competition, political instability, reduced demand and recessionary impacts can all contribute to challenging market conditions. Recent global economic conditions and the Covid-19 pandemic have meant that unemployment has risen and disposable income has decreased, which could result in lower discretionary spend. This could lead to reduced turnover in services, customers delaying or forgoing the purchase of equipment and services or customers not paying their bills leading to an increase in bad debt and additional challenges faced by the Group in its debt recovery activity (please see "*The Group's business may be affected by the default of counterparties in respect of monies owed to the Group*" and "*The Group depends on the performance of third parties for certain contracts and activities, which have been outsourced*" above for further information). Strategic issues, including capital investment in mergers, acquisitions, disposals, market position, climate change, sustainable development, and new technologies, are also affected by global economic conditions and the Group's ability to grow its business successfully in these respects may be subject to circumstances beyond its control.

### ***The Group is subject to a number of health, safety, environment and security (HSES) risks and regulations***

The Group's operations involve significant HSES hazards due to their technical complexity, operational diversity, environmental sensitivity and geographic range. The Group's operations include onshore and offshore oil and gas production, exploration, transportation and shipping, gas supply and power generation, storage assets and energy services to retail and business customers (through franchises and joint ventures), as well the services delivered through the Group's workforce.

The Group's HSES risks include loss of process containment, security risks from cyber-attacks, activism, crime, and sabotage, which may cause harm to the public, employees, contractors, and significant environmental damage. The Group's management system controls HSES risks, and its effectiveness is regularly reviewed.

The Group must obtain permits, consents, and certifications from regulatory authorities to operate assets and provide services, and their conditions are subject to regular review and change. The Group engages with government departments and regulatory bodies through professional advisors and industry bodies. Failure to obtain or maintain permits, certifications, or meet required conditions may affect the Group's ability to operate effectively, which could have a material adverse effect on its financial condition, business, and results of operations.

Loss of containment, personal injury, environmental damage, breaches of HSES regulations may result in civil or regulatory action including in a material case a loss of licence, legal liability, criminal penalties and fines, compensation costs, damage to the Group's reputation and disruption to business activities. Furthermore, shutdown of the Group's operations or loss of investments in affected areas could have a materially adverse effect on the Group's business, results of operations, and liability may be imposed irrespective of fault.

Third-party actions such as infectious disease, extreme weather events, cyber-attacks, social unrest and acts of terrorism or war are not within the Group's direct control but may disrupt the Group's operations and impact customer energy supplies, resulting in significant costs. The Group has business continuity plans in place to manage and mitigate such events, however there is no guarantee that such plans will be effective.

Insurance proceeds may not adequately cover all liabilities incurred, lost revenue or increased expenses resulting from a major incident, particularly involving oil and gas E&P activities or the nuclear fleet.

There is also the possibility that insurance recompense is delayed resulting in material cash flow implications for the Group.

***Impaired structural or asset integrity could result in major accidents and environmental damage***

Centrica's operations rely heavily on its assets, including its power plants, gas storage facilities, and other infrastructure. Failure to ensure the structural or asset integrity of these assets, due to factors such as a failure in design, inappropriate maintenance, and inspection, operating outside of design conditions, or human error, could result in major accidents, such as loss of containment of flammable or hazardous materials or structural collapse, leading to multiple fatalities and/or significant damage to the environment.

In particular, as the power plant ages, and the Group moves to more flexible generation, proactive management, maintenance, and investment will be required to carefully manage plant reliability and safety risks. Failure to invest in the inspection, maintenance, and development of Centrica's assets could also result in significant safety issues, such as personal or environmental harm, or asset underperformance through unplanned outages.

In addition, failure to capture an adequate return on the Group's 20 per cent. investment in Lake due to operational issues or early station closures could suppress earnings and cash flows, which could adversely impact the Group's financial position and prospects.

Any major accident or environmental damage resulting from impaired structural, or asset integrity could have a significant negative impact on the Group's reputation, financial position, and prospects.

***The Group may fail to attract and retain senior management, skilled personnel and capabilities***

The attraction, development, retention, reputation and succession of senior management and individuals with key skills are critical factors in the successful execution of the Group's strategy, and operation of the Group's businesses. This is especially relevant in the highly competitive markets in which the Group currently or plans to operate and at times when the business is subject to high levels of public scrutiny. Insufficient capability and capacity in high calibre senior management and individuals, or any failure to make appropriate succession plans, could compromise achievement of the Group's strategic objectives and could have a material adverse effect on its business, results of operations and overall financial condition.

Moreover, the cost-of-living crisis and inflation can have a significant impact on employees' mental health and wellbeing. As the cost-of-living increases, employees may face financial stress, which can lead to various mental health challenges. These challenges can further impact employee productivity, engagement, and overall wellbeing. Therefore, failure to address the cost-of-living crisis and its impact on mental health may lead to decreased employee morale, increased absenteeism, and turnover, which can negatively impact the Group's financial performance and reputation.

Labour market shortages for key skills could make attracting, retaining and motivating employees with the right capabilities in key roles across the business more challenging. Employee engagement may decrease, and industrial relations could worsen.

***Labour disputes could have an adverse impact on the Group's business***

The Group, and some of the third parties it relies upon, has a significant unionised workforce. Labour disputes or unrest, such as strikes, walkouts, claims or other labour disturbances may disrupt its business. A significant strike or other labour dispute could impact the Group's ability to provide upstream operations and downstream residential and business services in one or more of its key markets and could impact the customer service offered to residential and business supply customers. Any such disruption to the Group's business could negatively impact its reputation and may result in the loss of customers to competitors. The Group has not taken out any insurance to cover losses due to business disruptions caused by labour issues. Consequently, its reputation, financial position and operating results may be adversely affected by labour unrest.

***FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH NOTES ISSUED UNDER THE PROGRAMME***

***Risks related to the structure of a particular issue of Notes***

A wide range of Notes may be issued under the Programme. A number of these Notes may have features, which contain particular risks for potential investors. Set out below is a description of the most common such features:

*If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner, which achieves a similar effective return*

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Potential investors should also note that if Clean-Up Call is specified in the relevant Final Terms as applicable, the Issuer in certain circumstances has the ability to exercise a “clean-up” call in relation to the relevant series of Notes. If the Issuer and/or any of its Subsidiaries has/have in the aggregate purchased and cancelled or redeemed a series of Notes in aggregate principal amount equal to or in excess of 80 per cent. in the nominal amount of such series of Notes originally issued (which shall for this purpose include any further Notes of such series issued pursuant to Condition 18), the Issuer may then redeem or (at its option) purchase or procure the purchase of all, but not some only, of the remaining outstanding Notes of that series at the Clean-Up Price specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the date fixed for redemption or purchase (as applicable).

*If the Issuer has the right to convert the interest rate on any Notes from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned*

Fixed/Floating Rate Notes are Notes, which may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has a right to effect such a conversion, this will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing market rates.

*Notes that are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates*

The market values of securities issued at a substantial discount (such as Zero Coupon Notes) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities.

### ***Risks related to Notes generally***

Set out below is a brief description of certain risks relating to the Notes generally:

*The terms and conditions of the Notes contain provisions, which may permit their modification without the consent of all investors and confer significant discretions on the Trustee, which may be exercised without the consent of the Noteholders and without regard to the individual interests of particular Noteholders*

The terms and conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The terms and conditions of the Notes also provide that the Trustee may, without the consent of Noteholders and without regard to the interests of particular Noteholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or (ii) determine without the consent of the Noteholders that any Event of Default or potential Event of Default shall not be treated as such or (iii) the substitution of any successor in business to the Issuer or of a Subsidiary either of the Issuer or any successor in business to the Issuer as principal debtor under any Notes in place of the Issuer or any successor in business to the Issuer, in the circumstances described in Conditions 15 and 16 of the terms and conditions of the Notes.

*The Notes may be subject to withholding taxes in circumstances where the Issuer is not obliged to make gross up payments and this would result in holders receiving less interest than expected and could significantly adversely affect their return on the Notes*

*The value of the Notes could be adversely affected by a change in English law or administrative practice*

The terms and conditions of the Notes are based on English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus and any such change could materially adversely impact the value of any Notes affected by it.

*Investors who purchase Notes in denominations that are not an integral multiple of the Specified Denomination may be adversely affected if definitive Notes are subsequently required to be issued*

In relation to any issue of Notes, which have denominations consisting of a minimum Specified Denomination, plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in its account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

If such Notes in definitive form are issued, holders should be aware that definitive Notes, which have a denomination, that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

*Risks relating to Notes which are linked to "benchmarks"*

Interest rates or other types of rates and indices which are deemed to be "benchmarks", such as EURIBOR, are the subject of ongoing national and international regulatory review and reform, with further changes anticipated. Such reforms may cause a "benchmark" to perform differently than it has done in the past or to be discontinued. Any such consequence could have a material adverse effect on any Notes referencing or linked to such a benchmark.

The EU Benchmark Regulation and the UK Benchmark Regulation apply to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU and in the UK, respectively. These regulations could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of any such regulation. In each case, such changes could, among other things, have the effect of reducing or increasing the rate or level, or affect the volatility of, the published rate or level of the benchmark.

More broadly, any of the international or national reforms, or the general increase in regulatory scrutiny of benchmarks, could increase the costs and risks of administering or participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have the following effect on certain benchmarks: (i) discourage market participants from continuing to administer or contribute to certain benchmarks, (ii) trigger changes in the rules or methodologies used in certain benchmarks, or (iii) lead to the disappearance of the benchmarks. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to or referencing a "benchmark".

In accordance with the terms and conditions of the Notes, Notes which reference any affected benchmark may be subject to the adjustment of the interest provisions in certain circumstances, such as the potential elimination of the relevant benchmark, an inability to obtain authorisation or registration by the administrator of the relevant benchmark, changes in the manner of administration of such benchmark or the

availability of a successor or replacement benchmark. The circumstances which could trigger such adjustments are beyond the Issuer's control. The subsequent use of a replacement benchmark may result in changes to the terms and conditions of the Notes (which could be extensive) and/or interest payments that are lower than or that do not otherwise correlate over time with the payments that could have been made on such Notes if the relevant benchmark remained available in its current form.

Although pursuant to the terms and conditions of the Notes, spread adjustments may be applied to any such replacement benchmark in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark, the application of such adjustments to the Notes may not achieve this objective. Any such changes may result in the Notes performing differently (which may include payment of a lower interest rate) than if the original benchmark continued to apply. There is no assurance that the characteristics of any replacement benchmark would be similar to the affected benchmark, that any replacement benchmark would produce the economic equivalent of the affected benchmark or would be a suitable replacement for the affected benchmark. The choice of replacement benchmark is uncertain and could result in the use of risk-free rates (see "*The market continues to develop in relation to risk-free rates (including SONIA, SOFR and €STR) as reference rates for Floating Rate Notes*" for the risks relating to the use of such rates) and/or in the replacement benchmark being unavailable or indeterminable.

In certain circumstances the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the immediately preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page or the initial Rate of Interest. Furthermore, if the Issuer determines it is not able to follow the prescribed steps set out in the terms and conditions of the Notes, the relevant fallback provisions may not operate as intended at the relevant time. Any such consequence could have a material adverse effect on the trading markets for such Notes, the liquidity of such Notes and/or the value of and return on any such Notes.

The terms and conditions of the Notes may require the exercise of discretion by the Issuer, its designee or an independent adviser, as the case may be, and the making of potentially subjective judgments (including as to the occurrence or not of any events which may trigger amendments to the terms and conditions of the Notes) and/or the amendment of the terms and conditions of the Notes without the consent of Noteholders. The interests of the Issuer or those of its designee or the independent adviser, as applicable, in making such determinations or amendments may be adverse to the interests of the Noteholders. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under Notes linked to a benchmark or could have a material adverse effect on the market value or liquidity of, and the amount payable under, such Notes.

Investors should consider these matters when making their investment decision with respect to such Notes. Investors should also consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmark Regulation, the UK Benchmark Regulation and any other regulations relating to benchmarks and/or risks arising from any possible cessation or reform of certain reference rates.

*Future changes or uncertainty with respect to EURIBOR and/or other relevant benchmarks may adversely affect the value of Floating Rate Notes which reference EURIBOR and/or other relevant benchmarks.*

Investors should be aware that, if EURIBOR or any other benchmark were discontinued or otherwise unavailable, the rate of interest on Floating Rate Notes which reference EURIBOR or such other benchmark will be determined for the relevant period by the fall-back provisions applicable to such Notes.

The terms and conditions of the Notes provide for certain fallback arrangements for Floating Rate Notes in the event that a published benchmark, including an inter-bank offered rate such as EURIBOR, (including any page on which such benchmark may be published (or any successor service)) becomes unavailable or a Benchmark Event otherwise occurs (as further set out below under "*Benchmark Replacement*"). Any such consequences could have a material adverse effect on the trading market for, liquidity of, value of and return on any such Notes. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the Floating Rate Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Notes. Investors should consider these matters when making their investment decision with respect to the relevant Floating Rate Notes.

*The market continues to develop in relation to risk-free rates (including SONIA, SOFR and €STR) as reference rates for Floating Rate Notes*

Investors should be aware that the market continues to develop in relation to risk-free rates, such as SONIA, SOFR and €STR, as reference rates in the capital markets for Sterling, U.S. dollar and euro bonds and their adoption as alternatives to the relevant interbank offered rates. This relates not only to the substance of the calculation and the development and adoption of market infrastructure for the issuance and trading of bonds referencing such rates, but also how widely such rates and methodologies might be adopted.

In addition, market participants and relevant working groups have been working together to design alternative reference rates based on risk-free rates, including applying term versions of certain risk-free rates (which seek to measure the market's forward expectation of an average of these reference rates over a designated term, as they are overnight rates) or different measures of such risk-free rates. The market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the terms and conditions of the Notes and used in relation to Notes that reference such risk-free rates issued under this Programme. If the relevant risk-free rates do not prove to be widely used in securities such as the Notes, the trading price of such Notes linked to such risk-free rates may be lower than those of Notes referencing rates that are more widely used. The Issuer may in the future also issue Notes referencing SONIA, SONIA Compounded Index, SOFR, SOFR Compounded Index or €STR that differ materially in terms of interest determination when compared with any previous SONIA, SONIA Compounded Index, SOFR, SOFR Compounded Index or €STR referenced Notes issued by it under this Programme. The development of risk-free rates for the Eurobond markets could result in reduced liquidity or increased volatility, or could otherwise affect the market price of any Notes that reference a risk-free rate issued under this Programme from time to time.

In addition, the manner of adoption or application of risk-free rates in the Eurobond markets may differ materially compared with the application and adoption of risk-free rates in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing such risk-free rates. In particular, investors should be aware that several different methodologies have been used in notes linked to such risk-free rates issued to date and no assurance can be given that any particular methodology, including the compounding formula in the terms and conditions of the Notes, will gain widespread market acceptance. In addition, the methodology for determining any overnight rate index used to determine the Rate of Interest in respect of certain Notes could change during the life of such Notes.

Notes referencing risk-free rates may also have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities referencing such risk-free rates, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such Notes may be lower than those of later-issued indexed debt securities as a result. Investors in such Notes may not be able to sell such Notes at all or may not be able to sell such Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

Certain administrators of risk-free rates have published hypothetical and actual historical performance data. Hypothetical data inherently includes assumptions, estimates and approximations and actual historical performance data may be limited in the case of certain risk-free rates. Investors should not rely on hypothetical or actual historical performance data as an indicator of the future performance of such risk-free rates.

Investors should consider these matters when making their investment decision with respect to any Notes which reference SONIA, SONIA Compounded Index, SOFR, SOFR Compounded Index or €STR.

*Risk-free rates differ from interbank offered rates in a number of material respects*

Risk-free rates may differ from interbank offered rates in a number of material respects, including (without limitation) by being backwards-looking in most cases, calculated on a compounded or weighted average basis, risk-free, overnight rates and, in the case of SOFR, secured, whereas such interbank offered rates are generally expressed on the basis of a forward-looking term, are unsecured and include a risk-element based on interbank lending. As such, investors should be aware that risk-free rates may behave materially differently to interbank offered rates as interest reference rates for the Notes. Furthermore, SOFR is a secured rate that represents overnight secured funding transactions, and therefore will perform differently over time to an unsecured rate. For example, since publication of SOFR began on 3 April 2018, daily changes



in SOFR have, on occasion, been more volatile than daily changes in comparable benchmarks or other market rates.

Risk-free rates offered as alternatives to interbank offered rates also have a limited history. For that reason, future performance of such rates may be difficult to predict based on their limited historical performance. The level of such rates during the term of the Notes may bear little or no relation to historical levels. Prior observed patterns, if any, in the behaviour of market variables and their relation to such rates such as correlations, may change in the future. Investors should not rely on historical performance data as an indicator of the future performance of such risk-free rates nor should they rely on any hypothetical data.

Furthermore, interest on Notes which reference a backwards-looking risk-free rate is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference such risk-free rates to reliably estimate the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which could adversely impact the liquidity of such Notes. Further, in contrast to Notes linked to interbank offered rates, if Notes referencing backwards-looking SONIA, SOFR or €STR become due and payable under Condition 10 (*Events of Default*) or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Rate of Interest payable in respect of such Notes shall be determined by reference to a shortened period ending immediately prior to the date on which the Notes become due and payable or are scheduled for redemption.

*Any of the administrators of SONIA, SOFR and €STR may make changes that could change the value of SONIA, SOFR or €STR or discontinue SONIA, SOFR or €STR respectively*

The Bank of England, the Federal Reserve Bank of New York or the European Central Bank (or their successors) as administrators of SONIA (and SONIA Compounded Index), SOFR (and SOFR Compounded Index) or €STR, respectively, may make methodological or other changes that could change the value of these risk-free rates and/or indices, including changes related to the method by which such rates and/or indices are calculated, eligibility criteria applicable to the transactions used to calculate such rates and/or indices, or timing related to the publication of SONIA, SONIA Compounded Index, SOFR, SOFR Compounded Index or €STR. In addition, an administrator may alter, discontinue or suspend calculation or dissemination of SONIA, SONIA Compounded Index, SOFR, SOFR Compounded Index or €STR, in which case a fallback method of determining the interest rate on the Notes will apply in accordance with the Conditions (see "*Risks relating to Notes which are linked to "benchmarks"*"). An administrator has no obligation to consider the interests of Noteholders when calculating, adjusting, converting, revising or discontinuing any such risk-free rate.

### ***Risks related to the market generally***

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

*An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell its Notes*

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities.

*If an investor holds Notes, which are not denominated in the investor's home currency, it will be exposed to movements in exchange rates adversely affecting the value of its holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes*

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investors financial activities are denominated principally in a currency or currency unit (**Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency equivalent yield on the Notes,

(2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

*The value of Fixed Rate Notes may be adversely affected by movements in market interest rates*

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes.

*Credit ratings assigned to the Issuer or any Notes may not reflect all the risks associated with an investment in those Notes*

One or more independent credit rating agencies may assign credit ratings to the Issuer or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by its assigning rating agency at any time.

In general, European and UK regulated investors are restricted under the Regulation (EC) No. 1060/2009 (as amended) (**EU CRA Regulation**) or the UK CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU or the UK and registered under the EU CRA Regulation or the UK CRA Regulation (as applicable) (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU or non-UK credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered or UK-registered credit rating agency or the relevant non-EU or non-UK rating agency is certified in accordance with the EU CRA Regulation or the UK CRA Regulation (as applicable) (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). If the status of the rating agency rating the Notes changes, European and UK regulated investors may no longer be able to use the rating for regulatory purposes and the Notes may have a different regulatory treatment. This may result in such regulated investors selling the Notes which may impact the value of the Notes and any secondary market. The list of registered and certified rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website in accordance with the EU CRA Regulation and the list of registered and certified rating agencies published the FCA on its website in accordance with the UK CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in any such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA or FCA lists. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or are published simultaneously with this Base Prospectus and have been filed with the FCA shall be incorporated in and form part of this Base Prospectus:

- (a) the auditors' report and audited consolidated and non-consolidated annual financial statements of the Issuer for the financial year ended 31 December 2022 which appear on pages 108 to 236 (together with the section titled "*Additional Information - Explanatory Notes (Unaudited)*" on pages 253 to 257) of the annual report for the year ended 31 December 2022 (the **2022 Annual Report and Accounts**), including the information set out at the following pages, in particular:

Independent Auditors' Report to members of Centrica plc	Pages 108 to 120
Group Income Statement	Page 121
Group Statement of Comprehensive Income	Page 122
Group Statement of Changes in Equity	Page 123
Group Balance Sheet	Page 124
Group Cash Flow Statement	Page 125
Notes to the Financial Statements	Pages 126 to 224
Company Statement of Changes in Equity	Page 225
Company Balance Sheet	Page 226
Notes to the Company Financial Statements	Pages 227 to 236
Additional Information - Explanatory Notes (Unaudited)	Pages 253 to 257

(which can be accessed at: <https://www.centrica.com/media/6161/centrica-annual-report-and-accounts-2022.pdf>)

- (b) the auditors' report and audited consolidated and non-consolidated annual financial statements of the Issuer for the financial year ended 31 December 2021 which appear on pages 100 to 222 (together with the section titled "*Additional Information - Explanatory Notes (Unaudited)*" on pages 238 to 241) of the annual report for the year ended 31 December 2021 (the **2021 Annual Report and Accounts**), including the information set out at the following pages, in particular:

Independent Auditors' Report to members of Centrica plc	Pages 100 to 111
Group Income Statement	Page 112
Group Statement of Comprehensive Income	Page 113
Group Statement of Changes in Equity	Page 114
Group Balance Sheet	Page 115
Group Cash Flow Statement	Page 116
Notes to the Financial Statements	Pages 117 to 210
Company Statement of Changes in Equity	Page 211
Company Balance Sheet	Page 212
Notes to the Company Financial Statements	Pages 213 to 222
Additional Information - Explanatory Notes (Unaudited)	Pages 238 to 241

(which can be accessed at: <https://www.centrica.com/media/5585/centrica-annual-report-2021.pdf>)

- (c) the Terms and Conditions of the Notes contained in the Base Prospectus dated 26 September 2012 (pages 33 to 57), the Base Prospectus dated 27 September 2011 (pages 38 to 59), the Base Prospectus dated 28 August 2009 (pages 35 to 56), the Base Prospectus dated 28 September 2007 (pages 32 to 53) and the Base Prospectus dated 8 November 2005 (pages 30 to 50), in each case prepared by the Issuer in connection with the Programme.

Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the FCA in accordance with Article 23 of the UK Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall to the extent applicable (whether expressly, by implication or otherwise) be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus can be obtained from the registered office of the Issuer and from the specified office of the Principal Paying Agent for the time being in London. Documents may also be viewed electronically and free of charge are available for viewing on the website of the Issuer at <https://www.centrica.com/investors/results-centre/results-reports-and-presentations/>, and at <https://www.londonstockexchange.com/stock/CNA/centrica-plc/company-page>.

Any non-incorporated parts of a document referred to herein are either not relevant for an investor or are covered elsewhere in this Base Prospectus.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.

The Issuer has undertaken to the Dealers in the Programme Agreement (as defined in “*Subscription and Sale*” below) that it will comply with Article 23 of the UK Prospectus Regulation.

Any Notes issued under the Programme on or after the date of this Base Prospectus are issued subject to the provisions herein. This does not affect any Notes issued prior to the date of this Base Prospectus.

### **Alternative Performance Measures**

Certain alternative performance measures (**APMs**) are included or referred to in this Base Prospectus (including the 2022 Annual Report and Accounts and the 2021 Annual Report and Accounts incorporated by reference). APMs are non-GAAP measures used by the Group within its financial publications to supplement disclosures prepared in accordance with other regulations such as International Financial Reporting Standards (**IFRS**). We consider that these measures provide useful information to enhance the understanding of financial performance. The APMs should be viewed as complementary to, rather than a substitute for, the figures determined according to other regulatory measures. An explanation of each such metric's components and calculation method can be found at pages 253 to 257 (incorporated by reference herein) of the 2022 Annual Report and Accounts and pages 238 to 241 (incorporated by reference herein) of the 2021 Annual Report and Accounts.

## FORM OF THE NOTES

### BEARER NOTES

#### Initial Issue

Each Tranche of Bearer Notes (including Exchangeable Bearer Notes) will initially be issued in the form of a temporary global note (a **Temporary Global Note**) or, if so specified in the applicable Final Terms, a permanent global note (a **Permanent Global Note** and together with a Temporary Global Note, the **Global Notes**, each a **Global Note**) which, in either case, will:

- (i) if the Global Notes are intended to be issued in new global note (**NGN**) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**); and
- (ii) if the Global Notes are not intended to be issued in NGN form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common depository (the **Common Depository**) for Euroclear and Clearstream, Luxembourg.

Where the Global Notes issued in respect of any Tranche are in NGN form, Euroclear and Clearstream, Luxembourg will be notified as to whether or not such Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Global Notes are so to be held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Upon deposit of the Temporary Global Note(s) with the Common Safekeeper or the Common Depository, as the case may be, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed. Depositing the Global Notes with the Common Safekeeper does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Whilst any Note is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Global Note if the Temporary Global Note is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in the Temporary Global Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

#### Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg as the holder of a Note represented by a Global Note must look solely to Euroclear and/or Clearstream, Luxembourg for its share of each payment made by the Issuer to the bearer of such Global Note and in relation to all other rights arising under the Global Notes, subject to and in accordance with the respective rules and procedures of Euroclear and/or Clearstream, Luxembourg. Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note in respect of each amount so paid.

#### Exchange

*Temporary Global Notes*

Each Temporary Global Note will be exchangeable (free of charge to the holder) on or after the Exchange Date either:

- (i) if the applicable Final Terms indicates that such Global Note is issued in compliance with TEFRA C or in a transaction to which TEFRA is not applicable, in whole, but not in part, for definitive Bearer Notes; or
- (ii) otherwise, in whole or in part, upon certification as to non-U.S. beneficial ownership (in a form to be provided) for interests in a Permanent Global Note or, if so provided in the applicable Final Terms, for definitive Bearer Notes or, if the Temporary Global Note is also an Exchangeable Bearer Note, certificated Registered Notes.

#### *Permanent Global Notes*

Each Permanent Global Note will be exchangeable (free of charge to the holder) on or after the Exchange Date in whole but not, except as provided under "Partial Exchange of Permanent Global Notes" below, in part for:

- (a) definitive Bearer Notes with, where applicable, interest coupons and talons attached either:
  - (i) only upon the occurrence of an Exchange Event; for these purposes, **Exchange Event** means that (i) an Event of Default (as defined in Condition 10) has occurred and is continuing or (ii) if the Permanent Global Note is held on behalf of Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available. The Issuer will promptly give notice to Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Note) may give notice to the Principal Paying Agent requesting exchange; or
  - (ii) at any time at the Issuer's request; or
- (b) if the Permanent Global Note is an Exchangeable Bearer Note, certificated Registered Notes upon the holder of an interest in such Permanent Global Note giving notice to the Principal Paying Agent of its election to exchange the whole of such Global Note for certificated Registered Notes.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Global Note if the Permanent Global Note is not intended to be issued in NGN form) without any requirement for certification.

The exchange of a Permanent Global Note for definitive Bearer Notes upon notice from Euroclear and/or Clearstream (acting on the instructions of any Noteholder) or at any time at the request of the Issuer should not be expressed to be applicable in the applicable Final Terms if the Notes are issued with a minimum Specified Denomination such as €100,000 (or its equivalent in another currency) plus one or more higher integral multiples of another smaller amount such as €1,000 (or its equivalent in another currency). Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for definitive Bearer Notes.

#### *Partial Exchange of Permanent Global Notes*

For so long as a Permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, if the Permanent Global Note is an Exchangeable Bearer Note, the Permanent Global Note will be exchangeable (free of charge to the holder) on or after the Exchange Date in part on one or more occasions for certificated Registered Notes upon the holder of an interest in such Permanent Global Note giving notice to the Principal Paying Agent of its election to exchange a part of such Global Note for certificated Registered Notes.

**Exchange Date** means, in relation to a Temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a Permanent Global Note, a day falling not less than 60 days, or in the case of an exchange for certificated Registered Notes five days, after that on which notice requiring

exchange is given and on which banks are open for business in the city in which the specified office of the Principal Paying Agent is located and in the city in which the relevant clearing system is located.

## Legend

The following legend will appear on all Bearer Notes which have an original maturity of more than one year and on all interest coupons and talons relating to such Notes:

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Notes or interest coupons or talons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes or interest coupons or talons.

## Transfers

Notes which are represented by a Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

## REGISTERED NOTES

### Initial Issue

Each Tranche of Registered Notes will initially be issued in either:

- (i) uncertificated form (**uncertificated Registered Notes**), comprising Registered Notes which are for the time being uncertificated units of a security in accordance with the Uncertificated Securities Regulations 2001 (as amended from time to time); or
- (ii) certificated form (**certificated Registered Notes**).

Uncertificated Registered Notes will initially be credited to the subscribers' CREST accounts on the issue date thereof upon certification as to non-U.S. beneficial ownership.

Certificated Registered Notes will be represented by registered certificates (Certificates) and will initially be delivered to the subscribers thereof upon certification as to non-U.S. beneficial ownership. Each Certificate shall represent the entire holding of certificated Registered Notes of each Series by the same holder.

Certificates will, on issue, be delivered to the subscribers thereof upon certification as to non-U.S. beneficial ownership.

## Transfers

Title to Registered Notes will pass upon registration in the register (the **Register**) which the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement, unless applicable law provides otherwise or provides for additional formalities for transfer of title.

## ELECTRONIC CONSENT AND WRITTEN RESOLUTION

While any Global Note is held on behalf of, or any Registered Note is registered in the name of any nominee for, a clearing system, then:

- (i) approval of a resolution proposed by the Issuer or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes outstanding (an Electronic Consent as defined in the Trust Deed) shall, for all purposes, take effect as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held, and shall be binding on all Noteholders and holders of Coupons and Talons whether or not they participated in such Electronic Consent; and

- (ii) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution (as defined in the Trust Deed) has been validly passed, the Issuer and the Trustee shall be entitled to rely on consent or instructions given in writing directly to the Issuer and/or the Trustee, as the case may be, by (a) accountholders in the clearing system with entitlements to such Global Note or Registered Note and/or, where (b) the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer and the Trustee shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, Euroclear, Clearstream, Luxembourg or any other relevant alternative clearing system (the relevant clearing system) and, in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (b) above. Any resolution passed in such manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. Neither the Issuer nor the Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.



## APPLICABLE FINAL TERMS

*Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.*

**[MIFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [each/the] manufacturer[’s/s’] product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, **MiFID II**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. *[Consider any negative target market]* Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

**[UK MiFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [each/the] manufacturer[’s/s’] product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**) and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**) (**UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any [person subsequently offering, selling or recommending the Notes (a **distributor**)/distributor] should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of [Directive (EU) 2014/65, as amended (**MiFID II**)/MiFID II]; (ii) a customer within the meaning of Directive 2016/97/EU (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129. Consequently no key information document required by Regulation (EU) No 1286/2014 (the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in [the United Kingdom (the **UK**)/the UK]. For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of domestic law in the UK by virtue of the [European Union (Withdrawal) Act 2018 (**EUWA**)/EUWA]; (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the **FSMA**) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of domestic law in the UK by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law in the UK by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law in the UK by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**[SINGAPORE SFA PRODUCT CLASSIFICATION** – In connection with Section 309B of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the **SFA**), the Issuer has determined and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA, that the Notes

are capital market products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).<sup>1</sup>

[Date]

## CENTRICA PLC

Legal Entity Identifier (LEI): E26EDV109X6EEPBKVH76

Issue of [Currency] [Aggregate Nominal Amount of Tranche] [Title of Notes] due [

under the U.S.\$10,000,000,000

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 Terms and Conditions set forth in the Base Prospectus dated 3 July 2023 [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] a base prospectus (the **Base Prospectus**) for the purposes of Regulation (EU) 2017/1129 as it forms part of domestic law in the UK by virtue of the EUWA (the **UK Prospectus Regulation**). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the UK Prospectus Regulation 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 has been published via the regulatory news service maintained by the London Stock Exchange (<https://www.londonstockexchange.com/market-data/all>).]

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the **Terms and Conditions**) set forth in the Base Prospectus dated [original date] and incorporated by reference in the Base Prospectus dated 3 July 2023. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of Regulation (EU) 2017/1129 as it forms part of domestic law in the UK by virtue of the EUWA (the **UK Prospectus Regulation**) and must be read in conjunction with the Base Prospectus dated 3 July 2023 [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] a base prospectus for the purposes of the UK Prospectus Regulation (the **Base Prospectus**) including the Terms and Conditions incorporated by reference in 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 has been published via the regulatory news service maintained by the London Stock Exchange. (<https://www.londonstockexchange.com/market-data/all>).]

- |    |  |   |
|----|--|---|
| 1. | Issuer:  | Centrica plc  |
| 2. | (i) Series Number:   | [ ]   |
|    | (ii) Tranche Number:   | [ ]   |
|    | (iii) Date on which the Notes will be consolidated and form a single Series: | [The Notes will be consolidated and form a single Series with [ ] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 23 below, which is expected to occur on or about [ ]]/[Not Applicable] |
| 3. | Specified Currency or Currencies:  | [ ]   |
| 4. | Aggregate Nominal Amount:  |   |

<sup>1</sup> For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer. Legend to be included if the Notes are not 'prescribed capital markets products or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products). Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

- (i) Series: [ ]
- (ii) Tranche: [ ]
5. (i) Issue Price [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [ ]]
6. (i) Specified Denomination(s): [ ]
- (ii) Calculation Amount: [ ]
7. (i) Issue Date [and Interest [ ]  
[Commencement Date]:
- (ii) Interest Commencement Date (if [[ ]/Issue Date/Not Applicable]  
different from the Issue Date):
8. Maturity Date: [[ ]/Interest Payment Date falling in or  
nearest to [ ]]
9. Interest Basis: [[ ] per cent. Fixed Rate]
- [[Reference Rate] +/- [ ] per cent. Floating  
Rate]
- [Zero Coupon]
- (further particulars specified below)
10. Change of Interest Basis: [[ ]/Not Applicable]
11. Put/Call Options: [General Investor Put]
- [Change of Control Investor Put]
- [Issuer Call]
- [Clean-Up Call]
- [(further particulars specified below)]
12. [Date [Board] approval for issuance of Notes obtained: [[ ]]

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

13. Fixed Rate Note Provisions [Applicable/Not Applicable]
- (i) Rate(s) of Interest: [ ] per cent. per annum payable in arrear  
on each Interest Payment Date
- (ii) Interest Payment Date(s): [[ ] in each year up to and including the  
Maturity Date]
- (iii) Fixed Coupon Amount(s): [ ] per Calculation Amount
- (iv) Broken Amount(s): [[ ] per Calculation Amount, payable on the  
Interest Payment Date falling [in/on] [ ]] [Not  
Applicable]
- (v) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
- (vi) Determination Date(s): [[ ] in each year] [Not Applicable]
14. Floating Rate Note Provisions [Applicable/Not Applicable]

- (i) Specified Period(s)/Specified Interest Payment Dates: [ ]
- (ii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
- (iii) Additional Business Centre(s): [ ]
- (iv) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination]
- (v) Party responsible for calculating the Rate of Interest and Interest Amount: [Principal Paying Agent/[ ] as Calculation Agent/[ ]]
- (vi) Screen Rate Determination: [Applicable/Not Applicable]
- (If not applicable delete the remaining sub-paragraphs of this paragraph)*
- Index Determination: [Applicable/Not Applicable]
- Insert the below only if Index Determination is not applicable*
- Reference Rate: [[ ] month EURIBOR/SONIA/SOFR/€STR]
  - Interest Determination Date(s): [[ ]/[The date falling [•] Local Business Days prior to the first day of each Interest Period]/ [First day of each Interest Period]/[The [• first, second, third etc.] Local Business Day immediately preceding the Interest Payment Date for each Interest Period (or immediately preceding such earlier date, if any, on which the Notes are due and payable).][provide details]/[The Interest Payment Date at the end of each Interest Period; provided that the Interest Determination Date with respect to the last Interest Period prior to the Maturity Date or the date fixed for redemption will be the Rate Cut-off Date - *Include this wording for Payment Delay only*]]<sup>2</sup>
  - Relevant Screen Page: [[ ]/Bloomberg Page SONIO/N Index/ New York Federal Reserve's Website/ECB's Website]
  - Calculation Method: [Weighted Average/Compounded Daily/Not Applicable]
  - Observation Method: [Lag/Lock-out/Observation Shift/Payment Delay/Not Applicable]
  - Observation Look-back Period: [[ ]/Not Applicable]<sup>3</sup>
  - D: [365/360/Not Applicable]

<sup>2</sup> To be at least 5 Local Business Days before the relevant Interest Payment Date where the Reference Rate is SONIA, SOFR or €STR, without the prior agreement of the Agents.

<sup>3</sup> The Observation Look-back Period should be at least as many Local Business Days before the Interest Payment Date as the Interest Determination Date. "Observation Look-back Period" is only applicable where "Lag" or "Observation Shift" is selected as the Observation Method; otherwise, select "Not Applicable".

- Rate Cut-off Date: [The date falling [ ] Local Business Days prior to the Maturity Date or the date fixed for redemption, as applicable – *used for Payment Delay only*<sup>4</sup>/ Not Applicable]

*Insert the below only if Index Determination is applicable*

- SONIA Compounded Index: [Applicable/Not Applicable]
- SOFR Compounded Index: [Applicable/Not Applicable]
- Interest Determination Date: [[ ]/The day falling the Relevant Number of Index Days prior to the relevant Interest Payment Date, or such other date on which the relevant payment of interest falls due (but which, by its definition or the operation of the relevant provisions, is excluded from the relevant Interest Period)]
- Relevant Decimal Place: [[ ]/ As per the Conditions]
- Relevant Number: [[ ]/ As per the Conditions]<sup>5</sup>
- Numerator: [[ ]/ As per the Conditions]
- (vii) ISDA Determination: [Applicable/Not Applicable]  
*(If not applicable delete the remaining sub-paragraphs of this paragraph)*
- ISDA Definitions: [2006 ISDA Definitions/2021 ISDA Definitions]
- Floating Rate Option: [ ]
- Designated Maturity: [ ]/[Not Applicable]  
*(A Designated Maturity period is not relevant where the specified Floating Rate Option is a risk-free rate)*
- Reset Date: [[ ]/[First/last] day of the relevant Interest Period, [subject to adjustment in accordance with the Business Day Convention set out in (v) above and as specified in the ISDA Definitions]/ As specified in the ISDA Definitions]
- Compounding: [Applicable/Not Applicable]  
*(If not applicable delete the below sub-paragraph “Compounding Method”)*
- [Compounding Method: [Compounding with Lookback  
Lookback: [●] Applicable Business Days  
[Compounding with Observation Period Shift  
Observation Period Shift: [●] Observation Period Shift Business Days

<sup>4</sup> The Rate cut-off Date should be at least 5 Local Business Days before the Maturity Date or the date fixed for redemption, unless otherwise agreed with the Agents.

<sup>5</sup> This number should be 5 (or greater, if otherwise agreed); in the case of SOFR Compounded Index, this should also be 5 (or greater), unless otherwise agreed with the Agents.

- Observation Period Shift Additional Business Days: [●] /Not Applicable]
- [Compounding with Lockout
- Lockout: [●] Lockout Period Business Days
- Lockout Period Business Days: [●]/Applicable Business Days]
- Averaging: [Applicable/Not Applicable]]
- (If not applicable delete the below sub-paragraph "Averaging Method")*
- [Averaging Method: [Averaging with Lookback
- Lookback: [●] Applicable Business Days]
- [Averaging with Observation Period Shift
- Observation Period Shift: [●] Observation Period Shift Business Days
- Observation Period Shift Additional Business Days: [●] /Not Applicable]
- [Averaging with Lockout
- Lockout: [●] Lockout Period Business Days
- Lockout Period Business Days: [●]/Applicable Business Days]]
- Index Provisions: [Applicable/Not Applicable]
- (If not applicable delete the below sub-paragraph "Index Method")*
- [Index Method: Compounded Index Method with Observation Period Shift
- Observation Period Shift: [●] Observation Period Shift Business Days
- Observation Period Shift Additional Business Days: [●] /Not Applicable]
- (viii) Margin(s): [+/-] [ ] per cent. per annum
- (ix) Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
- (x) Minimum Rate of Interest: [[ ] per cent. per annum/Zero]
- (xi) Maximum Rate of Interest: [ ] per cent. per annum
- (xii) Day Count Fraction: [[Actual/Actual (ISDA)] [Actual/Actual] Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] 30E/360 (ISDA)]

15. Zero Coupon Note Provisions [Applicable/Not Applicable]
- (i) Accrual Yield: [ ] per cent. per annum
- (ii) Reference Price: [ ]
- (iii) Day Count Fraction in relation to Early Redemption Amounts: 30/360  
[Actual/360]  
[Actual/365]

**PROVISIONS RELATING TO REDEMPTION**

16. Notice periods for Condition 7(b): [ ] Minimum period: [ ] days  
[ ] Maximum period: [ ] days
17. Issuer Call: [Applicable/Not Applicable]
- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[ ] per Calculation Amount] [Spens Amount] [Make-Whole Amount]
- (iii) Reference Bond: [[ ]/FA Selected Bond/Not Applicable]
- (iv) Quotation Time: [ ]
- (v) Redemption Margin: [[ ] per cent/Not Applicable]
- (vi) If redeemable in part:
- (a) Minimum Redemption Amount: [ ]
- (b) Maximum Redemption Amount: [ ]
- (vii) Notice periods: Minimum period: [ ] days  
Maximum period: [ ] days
18. Clean-Up Call: [Applicable/Not Applicable]
- (i) Clean-Up Price: [Optional Redemption Amount]/[at par]/[Make-Whole Amount]/[ ] per Calculation Amount (subject as provided in Condition 7(c))]
- (ii) Notice period: Minimum period: [ ] days  
Maximum period: [ ] days
19. General Investor Put: [Applicable/Not Applicable]
- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount: [ ] per Calculation Amount
- (iii) Notice periods: Minimum period: [ ] days  
Maximum period: [ ] days
20. Change of Control Investor Put: [Applicable/Not Applicable]
- (i) Optional Redemption Amount: [ ] per Calculation Amount
- (ii) Notice periods: Minimum period: [ ] days

Maximum period: [ ] days

21. Final Redemption Amount of each Note: [ ] per Calculation Amount
22. Early Redemption Amount of each Note payable on redemption for taxation reasons or on event of default: [ ] per Calculation Amount

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

23. Form of Notes:

(i) Form

[Bearer Notes:

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for definitive Bearer Notes [on 60 days' notice given at any time/only upon an Exchange Event/at any time at the request of the Issuer]]\*

Temporary Global Note exchangeable for [definitive Bearer Notes/certificated Registered Notes] on and after the Exchange Date]\*

[Permanent Global Note exchangeable for [definitive Bearer Notes/certificated Registered Notes] [on [60/5] days' notice given at any time/only upon an Exchange Event/at any time at the request of the Issuer]]

[The Notes are Exchangeable Bearer Notes]

[Registered Notes:

[certificated]/[uncertificated] Registered Notes]

[Notes shall not be physically delivered in Belgium, except to a clearing system, a depositary or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14 December 2005.]

(ii) New Global Note:

[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,] [*include for registered notes*] and does not necessarily mean that the Notes will be recognized as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,]



*[include for registered notes]*. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

24. Additional Financial Centre(s): [Not Applicable/[ ]]

**THIRD PARTY INFORMATION**

[ ] has been extracted from [ ]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [ ], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of Centrica plc:

By: .....

Duly authorised

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- (i) Listing and Admission to trading [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Main Market of the London Stock Exchange and listing on the Official List of the FCA with effect from [ ].]
- [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Main Market of the London Stock Exchange and listing on the Official List of the FCA with effect from [ ].]
- (ii) Estimate of total expenses related to admission to trading: [ ]

### 2. RATINGS

- Ratings: [The Notes to be issued [(have been)/[are expected to be]] rated [ ] by [ ].]
- [ [ ] is established in the UK and is registered under Regulation (EC) No. 1060/2009 (as amended) as it forms part of the domestic law in the UK by virtue of the EUWA.]
- [Include a brief explanation of the meaning of the ratings if this has previously been published by the ratings provider.]*
- [The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.]*

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

[Save for any fees payable to the [Manager[s]/Dealer[s]], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Manager[s]/Dealer[s]] and [its/their] affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.]

### 4. YIELD

- Indication of yield: [ ]
- The yield is calculated at the Issue Date on the basis of the Issue Price. The yield is not an indication of future yield.

### 5. OPERATIONAL INFORMATION

- (i) ISIN: [ ]
- (ii) Common Code: [ ]
- (iii) CFI: [[ ], as updated, as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable]

- (iv) FISN: [[ ], as updated, as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable]
- (v) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable/[ ]]
- (vi) Names and addresses of additional Agents/ Paying Agent(s) (if any): [ ]
- (vii) Names of Managers: [Not applicable/[ ]]
- (viii) Name of Dealer: [Not applicable/[ ]]
- (ix) U.S. Selling Restrictions: [Reg. S Compliance Category [1/2/3]; TEFRA D/TEFRA C/TEFRA not applicable]
- (x) Prohibition of sales to Belgian Consumers: [Applicable]/[Not Applicable]

## 6. USE OF PROCEEDS

The estimated net amount of proceeds from the issue is [ ]. The net proceeds from the issue will be applied by the Issuer for [its general corporate purpose/[ ]].

## 7. UK BENCHMARK REGULATION

[ ] is provided by [ ]. As at the date hereof, [ ] [appears/does not appear] in the register of administrators established and maintained by the FCA pursuant to Article 36 of Regulation (EU) 2016/1011 as it forms part of domestic law in the UK by virtue of the EUWA (the **UK Benchmark Regulation**)/ As far as the Issuer is aware, as at the date hereof, [ ] does not fall within the scope of Regulation (EU) 2016/1011 as it forms part of domestic law in the UK by virtue of the EUWA (the **UK Benchmark Regulation**) by virtue of Article 2 of the UK Benchmark Regulation./Not Applicable]

## TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note, each definitive Note and each Certificate, in the case of definitive Notes and Certificates only if permitted by the London Stock Exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note or Certificate will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note, definitive Note and Certificate. Reference should be made to Applicable Final Terms" for a description of the content of Final Terms which will specify which of such terms and conditions are to apply to the relevant Notes.*

This Note is one of a Series (as defined below) of Notes constituted by a trust deed (such trust deed as amended and/or supplemented and/or restated from time to time, the **Trust Deed**) dated 3 July 2023 between Centrica plc (the **Issuer**) and The Law Debenture Trust Corporation p.l.c. (the **Trustee**, which expression shall include all persons for the time being trustee or trustees under the Trust Deed) as trustee for the Noteholders (as defined below). These terms and conditions (the **Terms and Conditions**) include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Notes, Certificates, Coupons and Talons referred to below.

References herein to the **Notes** shall be references to the Notes of this Series.

The Notes and the Coupons (as defined below) have the benefit of an agency agreement (such agency agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated 3 July 2023 and made between and among others the Issuer, the Trustee and Citibank, N.A., London Branch as issuing and principal paying agent (the **Principal Paying Agent**, which expression shall include any additional or successor issuing and principal paying agent) and the other paying agents named therein (together with the Principal Paying Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents), as registrar (the **Registrar** which expression shall include any additional or successor registrars) and as transfer agent (the **Transfer Agent** which expression shall include any additional or successor transfer agents).

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which supplement these Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify these Terms and Conditions for the purposes of this Note. References to the **applicable Final Terms** are to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

Interest bearing definitive Bearer Notes (as defined below) have interest coupons (**Coupons**) and, in the case of Notes which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Global Notes and Certificates do not have Coupons or Talons attached on issue.

Subject as provided in Condition 1, any reference to **Noteholders** or **holders** in relation to any Notes shall mean (in the case of Bearer Notes) the bearer of the Bearer Notes and (in the case of Registered Notes) the persons in whose names the Registered Notes are registered. Any reference herein to **Couponholders** shall mean the bearers of the Coupons and shall, unless the context otherwise requires, include the bearers of the Talons.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the Trust Deed, the Agency Agreement and any Calculation Agency Agreement (if applicable) are available for inspection by prior arrangement during normal business hours at the principal office of the Trustee, at 8th Floor, 100 Bishopsgate, London EC2N 4AG, and at the specified office of each of the Principal Paying Agent, the Registrar, the other Paying Agents, the Calculation Agent and the Transfer Agent (such Principal Paying Agent, Paying Agents, Calculation Agent, Transfer Agent and Registrar being together referred to as the **Agents**). The applicable Final Terms will be published on the website of the London Stock Exchange through a regulatory information service. The Noteholders and the Couponholders

are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement and the applicable Final Terms which are applicable to them. The statements in these Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

Words and expressions defined in the Trust Deed, the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the Trust Deed, the Trust Deed will prevail and, in the event of any inconsistency between the Agency Agreement or the Trust Deed and the applicable Final Terms, the applicable Final Terms will prevail.

In these Terms and Conditions, **Sterling** or **£** means pound sterling and **euro** or **€** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

## 1. Form, Denomination and Title

The Notes are in bearer form (**Bearer Notes**, which expression includes Notes that are specified to be Exchangeable Bearer Notes) or in registered form (**Registered Notes**) as specified in the applicable Final Terms and serially numbered, in the currency (the **Specified Currency**) and the denominations (the **Specified Denomination(s)**) specified in the applicable Final Terms, provided that the minimum denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes). Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

Bearer Notes are represented either by a note in global form (**Global Note**) or by definitive Notes in bearer form (**definitive Bearer Notes**).

All Registered Notes shall have the same Specified Denomination. Where Exchangeable Bearer Notes are issued, the Registered Notes for which they are exchangeable shall have the same Specified Denomination as the lowest Specified Denomination of the Exchangeable Bearer Notes.

The Registered Notes may be in uncertificated form (**uncertificated Registered Notes**), comprising Registered Notes which are for the time being uncertificated units of a security in accordance with the Uncertificated Securities Regulations 2001 (as amended from time to time) (the **Uncertificated Securities Regulations**) or in certificated form (**certificated Registered Notes**).

Certificated Registered Notes are represented by registered certificates (**Certificates**) and each Certificate shall represent the entire holding of certificated Registered Notes of each Series by the same holder.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes, in which case references to Coupons and Couponholders in these Terms and Conditions are not applicable.

Subject as set out below, title to the Bearer Notes and Coupons will pass by delivery. Title to the Registered Notes will pass upon registration in the register (the **Register**) which the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (unless applicable law provides otherwise or provides for additional formalities for transfer of title) and on which shall be entered the names and addresses of the holders of Registered Notes and the particulars of the Registered Notes held by them and of all transfers of Registered Notes, distinguishing between certificated and uncertificated Registered Notes in accordance with the Uncertificated Securities Regulations.

The Issuer, the Trustee and any Agent will (except as otherwise required by law) deem and treat the bearer of any Bearer Note or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon (or on the Certificate representing it) or notice of any previous loss or theft thereof (or of the related Certificate)) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next paragraph.

For so long as any of the Bearer Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (Euroclear) and/or Clearstream Banking S.A. (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or

of Clearstream, Luxembourg as the holder of a particular nominal amount of such Bearer Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Bearer Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Trustee and the Agents as the holder of such nominal amount of such Bearer Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Bearer Notes, for which purpose the bearer of the relevant Global Note shall be treated by the Issuer, the Trustee and any Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly. Bearer Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be.

References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

## **2. Exchange of Exchangeable Bearer Notes and Exchange and Transfers of Registered Notes**

### *(a) Exchange of Exchangeable Bearer Notes*

Subject as provided in Condition 2(f), Exchangeable Bearer Notes may be exchanged for the same aggregate principal amount of certificated Registered Notes by submission of a duly completed request for exchange (**Exchange Request**) substantially in the form provided in the Agency Agreement, copies of which are available from the specified office of the Registrar or the Transfer Agent and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unmatured Coupons and Talons relating to it, at the specified office of the Transfer Agent. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes that are not Exchangeable Bearer Notes may not be exchanged for Registered Notes.

### *(b) Exchange and Transfers of Registered Notes*

Exchange of certificated Registered Notes for uncertificated Registered Notes and vice versa shall be effected in accordance with the Uncertificated Securities Regulations and the rules, practices and procedures of a relevant system (as defined below).

One or more certificated Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or the Transfer Agent) of the Certificate representing such certificated Registered Notes to be transferred, together with the form of transfer endorsed in such Certificate duly completed and executed and such other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of certificated Registered Notes represented by a Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor.

Transfers of uncertificated Notes shall be effected by means of a relevant system.

No transfer of Registered Notes will be valid unless and until entered on the Register.

In these Terms and Conditions, **relevant system** has the meaning given to it in regulation 3 of the Uncertificated Securities Regulations.

### *(c) Exercise of Options or Partial Redemption in respect of Registered Notes*

In the case of an exercise of the Issuer's or a Noteholder's option in respect of, or a partial redemption of, a holding of certificated Registered Notes, a new Certificate, if required, shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed.

New Certificates shall only be issued against the surrender of the existing Certificates to the Registrar or the Transfer Agent. In the case of a transfer of certificated Registered Notes to a holder who is already a holder of certificated Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding to the Registrar or the Transfer Agent.

### *(d) Delivery of New Certificates*

Each new Certificate to be issued pursuant to Condition 2(a) or 2(b) shall be available for delivery five business days after receipt by the Transfer Agent or the Registrar of the relevant Exchange Request or form of transfer together, if applicable, with the Certificate for exchange or transfer. Each new Certificate to be issued pursuant to Condition 2(c) shall be available for delivery from the relevant due date of redemption. Delivery of the new Certificate(s) shall be made either at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such Exchange Request, form of transfer, Put Notice or Certificate has been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant Exchange Request, form of transfer, Put Notice or otherwise in writing, by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), **business day** means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Transfer Agent or the Registrar (as the case may be).

(e) *Exchange free of charge*

Exchange and transfer of Notes and Certificates on registration, transfer, partial redemption or exercise of an option shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agent, but upon payment of any tax, duty or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or Transfer Agent may reasonably require).

(f) *Closed Period*

No Noteholder may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for one or more Registered Note(s):

- (1) during the period of seven days ending on the due date for redemption of that Note;
- (2) subject as provided below, after any such Note has been called for redemption;
- (3) during the period of seven days immediately preceding any Record Date (as defined in Condition 6(d)) and ending on (and including) the next Interest Payment Date; or
- (4) in respect of which a Noteholder's redemption option pursuant to Condition 7(d) has been exercised.

An Exchangeable Bearer Note called for redemption may, however, be exchanged for one or more certificated Registered Notes in respect of which the Certificate is simultaneously surrendered not later than the relevant Record Date.

### **3. Status of the Notes**

The Notes and any relative Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.

### **4. Negative Pledge**

So long as any of the Notes remains outstanding the Issuer will ensure that no Relevant Indebtedness (as defined below) of the Issuer or any of its Principal Subsidiaries (as defined below) will be secured by any Security Interest (as defined below) upon, or with respect to, any of the present or future business, undertaking, assets or revenues (including any uncalled capital) of the Issuer or any of its Principal Subsidiaries unless the Issuer shall, in the case of the creation of the Security Interest, before or at the same time and, in any other case, promptly, take any and all action necessary to ensure that:

- (i) all amounts payable by it under the Notes, the Coupons and the Trust Deed are secured by the Security Interest equally and rateably with the Relevant Indebtedness to the satisfaction of the Trustee; or
- (ii) such other Security Interest or other arrangement (whether or not it includes the giving of a Security Interest) is provided either (A) as the Trustee shall in its reasonable discretion deem

not materially less beneficial to the interests of the Noteholders or (B) as shall be approved by an Extraordinary Resolution (which is defined in the Trust Deed as a resolution duly passed by a majority of not less than three-fourths of the votes cast thereon) of the Noteholders.

For the purposes of these Terms and Conditions:

- (a) **Excluded Subsidiary** at any time means a Subsidiary of the Issuer:
- (1) (A) which is either (x) a special purpose company whose principal assets are constituted by a project or projects or (y) is incorporated and conducts its business primarily outside the UK; and
  - (B) none of whose indebtedness is directly or indirectly the subject of security or a guarantee, indemnity or any other form of assurance, undertaking or support from the Issuer or any of its Principal Subsidiaries or, where such security, guarantee or indemnity or other form of assurance, undertaking or support is provided, the liability of the Issuer and its Principal Subsidiaries thereunder is contractually limited to and cannot in any circumstances exceed at any time an amount equal to £50,000,000 or its equivalent in any other currency or currencies; and
  - (C) which has been designated as such by the Issuer by written notice to the Trustee; provided that the Issuer may give written notice to the Trustee at any time that any Excluded Subsidiary is no longer an Excluded Subsidiary, whereupon it shall cease to be an Excluded Subsidiary; or
  - (2) which has a banking licence or its equivalent in any jurisdiction;
- (b) **Principal Subsidiary** means a Subsidiary of the Issuer (not being an Excluded Subsidiary):
- (1) (A) whose total assets represent not less than 20 per cent. of the consolidated total assets of the Issuer and its Subsidiaries taken as a whole; or
  - (B) whose external turnover is more than 20 per cent. of the consolidated turnover of the Issuer and its Subsidiaries,
- all as calculated by reference to the then latest audited consolidated accounts of the Issuer and the then latest audited accounts of its Subsidiaries; or
- (2) to which is transferred all or substantially all of the business, undertaking or assets of a Subsidiary which immediately prior to such transfer is a Principal Subsidiary whereupon the transferor Subsidiary shall immediately cease to be a Principal Subsidiary and the transferee Subsidiary shall immediately become a Principal Subsidiary but shall cease to be a Principal Subsidiary under this sub-paragraph (2) (but without prejudice to the provisions of sub-paragraph (1) above) upon publication of its next audited accounts.
- A report by the directors of the Issuer that in their opinion a Subsidiary of the Issuer is or was or was not at any particular time or throughout any specified period a Principal Subsidiary shall, in the absence of manifest error, be conclusive and binding on all parties;
- (c) **Relevant Indebtedness** means:
- (1) any indebtedness for or in respect of any notes, bonds or other debt securities having an original maturity of more than one year which (with the consent of the issuer of the indebtedness) are for the time being listed or traded on a stock exchange or other recognised securities market, other than any notes, bonds or other debt securities issued by an acquired Subsidiary prior to the date of the acquisition and not issued in contemplation of such acquisition; and
  - (2) any guarantee or indemnity in respect of any such indebtedness;
- (d) **Security Interest** means any mortgage, charge, lien, pledge or other security interest, but shall not include any security interest over cash created or arising solely or principally in connection with, and for the purpose of, a defeasance arrangement; and



- (e) **Subsidiary** means a subsidiary within the meaning of Section 1159 of the Companies Act 2006.

## 5. Interest

(a) *Interest on Fixed Rate Notes*

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in these Terms and Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note; or
- (B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

**Day Count Fraction** means, in respect of the calculation of an amount of interest in accordance with this Condition 5(a):

- (i) if "Actual/Actual (ICMA)" is specified in the applicable Final Terms:
  - (a) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
  - (b) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
    - (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and
    - (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
- (ii) if "30/360" is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date)

to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

In these Terms and Conditions:

**Determination Period** means each period from (and including) a Determination Date to but excluding the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

**sub-unit** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

(b) *Interest on Floating Rate Notes*

(1) *Interest Payment Dates*

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Terms and Conditions, **Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day on the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) in any case where Specified Periods are specified in accordance with Condition 5(b) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply mutatis mutandis or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (ii) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (iii) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (iv) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Terms and Conditions, **Business Day** means a day which is both:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and each Additional Business Centre specified in the applicable Final Terms; and
- (B) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which real time gross settlement system operated by the Eurosystem (known as T2) (or any successor system, the **T2 System**) is open (a **T2 Settlement Day**).

(2) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified in the applicable Final Terms.

(A) *ISDA Determination for Floating Rate Notes*

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this sub-paragraph (A), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent under an interest rate swap transaction if the Principal Paying Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (i) if the Final Terms specify either “2006 ISDA Definitions” or “2021 ISDA Definitions” as the applicable ISDA Definitions:
  - (1) the Floating Rate Option (as defined in the relevant ISDA Definitions) is as specified in the applicable Final Terms;
  - (2) the Designated Maturity (as defined in the relevant ISDA Definitions) (if applicable) is a period specified in the applicable Final Terms;
  - (3) the relevant Reset Date (as defined in the relevant ISDA Definitions) is the day specified in the applicable Final Terms; and
  - (4) if the specified Floating Rate Option is an Overnight Floating Rate Option (each as defined in the relevant ISDA Definitions), Compounding is specified to be applicable in the applicable Final Terms and:
    - (a) Compounding with Lookback is specified as the Compounding Method in the applicable Final Terms, then (i) Compounding with Lookback is the Overnight Rate Compounding Method and (ii) Lookback is the number of Applicable Business Days (as defined in the relevant ISDA Definitions) specified in the applicable Final Terms;
    - (b) Compounding with Observation Period Shift is specified as the Compounding Method in the applicable Final Terms, then (i) Compounding with Observation Period Shift is the Overnight Rate Compounding Method, (i) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the relevant ISDA Definitions) specified in the applicable Final Terms and (ii) Observation Period Shift Additional Business Days (as defined in the

relevant ISDA Definitions), if applicable, are the days specified in the applicable Final Terms; or

- (c) Compounding with Lockout is specified as the Compounding Method in the applicable Final Terms, then (i) Compounding with Lockout is the Overnight Rate Compounding Method, (b) Lockout is the number of Lockout Business Days (as defined in the relevant ISDA Definitions) specified in the applicable Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the applicable Final Terms; and
- (5) if the specified Floating Rate Option is an Overnight Floating Rate Option (each as defined in the relevant ISDA Definitions), Averaging is specified to be applicable in the applicable Final Terms and:
- (a) Averaging with Lookback is specified as the Averaging Method in the applicable Final Terms, then (i) Averaging with Lookback is the Overnight Rate Averaging Method and (ii) Lookback is the number of Applicable Business Days (as defined in the relevant ISDA Definitions) specified in the applicable Final Terms;
  - (b) Averaging with Observation Period Shift is specified as the Averaging Method in the applicable Final Terms, then (i) Averaging with Observation Period Shift is the Overnight Rate Averaging Method, (ii) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the relevant ISDA Definitions) specified in the applicable Final Terms and (iii) Observation Period Shift Additional Business Days (as defined in the relevant ISDA Definitions), if applicable, are the days specified in the applicable Final Terms; or
  - (c) Averaging with Lockout is specified as the Averaging Method in the applicable Final Terms, then (i) Averaging with Lockout is the Overnight Rate Averaging Method, (b) Lockout is the number of Lockout Business Days (as defined in the relevant ISDA Definitions) specified in the applicable Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the applicable Final Terms; and
- (6) if the specified Floating Rate Option is an Index Floating Rate Option (each as defined in the relevant ISDA Definitions) and Index Provisions are specified to be applicable in the applicable Final Terms, the Compounded Index Method with Observation Period Shift shall be applicable and, (i) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the relevant ISDA Definitions) specified in the applicable Final Terms and (ii) Observation Period Shift Additional Business Days (as defined in the relevant ISDA Definitions), if applicable, are the days specified in the applicable Final Terms;
- (ii) references in the ISDA Definitions to:
- (1) **Confirmation** shall be references to the applicable Final Terms;
  - (2) **Calculation Period** shall be references to the relevant Interest Period;
  - (3) **Termination Date** shall be references to the Maturity Date; and
  - (4) **Effective Date** shall be references to the Interest Commencement Date; and
- (iii) if the Final Terms specify “2021 ISDA Definitions” as the applicable ISDA Definitions:

- (1) “Administrator/Benchmark Event” shall be disapplied; and
- (2) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate option is specified to be “Temporary Non-Publication – Alternative Rate” in the Floating Rate Matrix of the 2021 ISDA Definitions, the reference to “Calculation Agent Alternative Rate Determination” in the definition of “Temporary Non-Publication – Alternative Rate” shall be replaced by “Temporary Non-Publication Fallback – Previous Day’s Rate”).

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

Notwithstanding anything included in the ISDA Definitions and/or ISDA Determinations to the contrary, the Issuer agrees that the Principle Paying Agent or Citibank, N.A., London Branch/Citibank Europe plc (in its capacity as Calculation Agent, if so appointed) will have no obligation to exercise any discretion (including, but not limited to, determinations of alternative or substitute benchmarks, successor reference rates, screen pages, interest adjustment factors/fractions or spreads, market disruptions, benchmark amendment conforming changes or selection and polling of reference banks), and to the extent the ISDA Definitions and/or ISDA Determinations require, for a particular Series of Notes, the Calculation Agent to exercise any such discretions and/or make such determinations and/or take such actions, such references shall be construed as the Issuer (or the Financial Adviser or alternate agent appointed by the Issuer) exercising such discretions and/or determinations and/or actions and not the Calculation Agent.

For the purpose of this Condition 5(b)(2):

**2006 ISDA Definitions** means, in relation to a Series of Notes, the 2006 ISDA Definitions (as supplemented, amended and updated as at the date of the issue of the first Tranche of Notes of such Series) and as published by the International Swaps and Derivatives Association, Inc. (**ISDA**) (copies of which may be obtained from ISDA at <http://www.isda.org>);

**2021 ISDA Definitions** means, in relation to a Series of Notes, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the date of issue of the first Tranche of Notes of such Series and as published by ISDA on its website (<http://www.isda.org>); and

**ISDA Definitions** means the 2006 ISDA Definitions or the 2021 ISDA Definitions, as specified in the applicable Final Terms.

(B) *Screen Rate Determination for Floating Rate Notes referencing EURIBOR*

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate specified in the applicable Final Terms is EURIBOR, the Rate of Interest for each Interest Period will, subject as provided below and Conditions 5(b)(3) and 5(b)(5), be either:

- (i) the offered quotation; or
- (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for EURIBOR which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. Brussels time (the **Specified Time**) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more

than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of Condition 5(b)(2)(B)(i), no offered quotation appears or, in the case of Condition 5(b)(2)(B)(ii), fewer than three offered quotations appear, in each case as at the Specified Time, the Issuer, or an agent appointed by it, shall request each of the Reference Banks to provide the Issuer, or an agent appointed by it, with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question, the Issuer or an agent appointed by it shall notify the Calculation Agent of all quotations received by it. If two or more of the Reference Banks provide the Issuer, or an agent appointed by it, with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Issuer, or an agent appointed by it, with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Issuer, or an agent appointed by it, by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Issuer, or an agent appointed by it, with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Issuer, or an agent appointed by it, it is quoting to leading banks in the Euro-zone inter-bank market plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

**Reference Banks** mean the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, as selected by the Issuer, or an agent appointed by it.

**Reference Rate** means EURIBOR for the relevant period, as specified in the applicable Final Terms.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(C) *Screen Rate Determination for Floating Rate Notes referencing SONIA, SOFR or €STR*

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, Index Determination is specified in the applicable Final Terms as Not Applicable and the Reference Rate specified in the applicable Final Terms is SONIA, SOFR or €STR:

- (i) where the Calculation Method in respect of the relevant Series of Notes is specified in the applicable Final Terms as being “Compounded Daily”, the Rate of Interest applicable to the Notes for each Interest Period will, subject to Conditions 5(b)(3) or 5(b)(4) (as the case may be) and Condition 5(b)(5) and as provided below, be the Compounded Daily Reference Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent on the relevant Interest Determination Date (and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards); and
- (ii) where the Calculation Method in respect of the relevant Series of Notes is specified in the applicable Final Terms as being “Weighted Average”, the Rate of Interest applicable to the Notes for each Interest Period will, subject to Conditions 5(b)(3) or 5(b)(4) (as the case may be) and Condition 5(b)(5) and as provided below, be the Weighted Average Reference Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent on the relevant Interest Determination Date (and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards).

Where “SONIA” is specified as the Reference Rate in the applicable Final Terms, subject to Condition 5(b)(3), if, in respect of any Local Business Day, the Calculation Agent determines that the SONIA rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA rate shall be:

- (A) (i) the Bank of England’s Bank Rate (the **Bank Rate**) prevailing at 5.00 p.m. (or, if earlier, close of business) on the relevant Local Business Day; plus (ii) the mean of the spread of the SONIA rate to the Bank Rate over the previous five days on which a SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or
- (B) if the Bank Rate is not published by the Bank of England at 5.00 p.m. (or, if earlier, close of business) on the relevant Local Business Day, (a) the SONIA rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding Local Business Day on which the SONIA rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) or (b) if this is more recent, the latest determined rate under (A) above,

and in each case,  $r$  shall be interpreted accordingly.

Where “SOFR” is specified as the Reference Rate in the applicable Final Terms, subject to Condition 5(b)(4), if, in respect of any Local Business Day, the Calculation Agent determines that the Reference Rate does not appear on the Relevant Screen Page, such Reference Rate shall be the SOFR for the first preceding Local Business Day on which the SOFR was published on the Relevant Screen Page, and  $r$  shall be interpreted accordingly.

Where “€STR” is specified as the Reference Rate in the applicable Final Terms, subject to Condition 5(b)(3), if, in respect of any business day, the Calculation Agent determines that the Reference Rate does not appear on the Relevant Screen Page, such Reference Rate shall be the €STR for the first preceding business day on which the €STR was published on the Relevant Screen Page, and  $r$  shall be interpreted accordingly.

In the event that the Rate of Interest for the relevant Interest Period cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Conditions 5(b)(3) or 5(b)(4), as the case may be, the Rate of Interest for such Interest Period shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Minimum Rate of Interest or Maximum Rate of Interest (as specified in the applicable Final Terms) is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or the Minimum Rate of

Interest or Maximum Rate of Interest relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period), (ii) if there is no such preceding Interest Determination Date and the relevant Interest Period is the first Interest Period for the Notes, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Minimum Rate of Interest or Maximum Rate of Interest applicable to the first Interest Period) or (iii) if there is no such preceding Interest Determination Date and the relevant Interest Period is not the first Interest Period for the Notes, the Rate of Interest which applied to the immediately preceding Interest Period.

If the relevant Series of Notes becomes due and payable in accordance with Condition 10, the last Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Final Terms, be deemed to be the date on which such Notes become due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

For the purposes of this Condition 5(b)(2)(C):

If **Payment Delay** is specified in the applicable Final Terms as being applicable, all references in these terms and conditions to interest on the Notes being payable on an Interest Payment Date shall be read as reference to interest on the Notes being payable on an Effective Interest Payment Date instead;

**Applicable Period** means

- (A) where "Lag", "Lock-out" or "Payment Delay" is specified as the Observation Method in the applicable Final Terms, the Interest Period; and
- (B) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the Observation Period;

**Compounded Daily Reference Rate** means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the applicable Final Terms and further provided for below) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent as at the relevant Interest Determination Date as follows (and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards):

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{r_i - p_{LBD} \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

**D** is the number specified in the applicable Final Terms;

**d** means, for the relevant Applicable Period, the number of calendar days in such Applicable Period;

**d<sub>0</sub>** means, for the relevant Applicable Period, the number of Local Business Days in such Applicable Period;



**€STR** means, in respect of any Local Business Day, a reference rate equal to the daily euro short-term rate for such euro Local Business Day as provided by the European Central Bank, as administrator of such rate (or any successor administrator of such rate), on the website of the European Central Bank as at the date of this Base Prospectus at <http://www.ecb.europa.eu>, or any successor website officially designated by the European Central Bank (the **ECB's Website**) in each case, on or before 9:00 a.m. (Central European Time) on the Local Business Day immediately following such Local Business Day;

**i** means, for the relevant Applicable Period, a series of whole numbers from one to  $d_0$ , each representing the relevant Local Business Day in chronological order from, and including, the first Local Business Day in such Applicable Period;

**Local Business Day** or **LBD** means, (i) where "SONIA" is specified as the Reference Rate, any day which is a London Banking Day; (ii) where "SOFR" is specified as the Reference Rate, any day which is a U.S. Government Securities Business Day and is not a legal holiday in New York and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed; and (iii) where "€STR" is specified as the Reference Rate, a T2 Settlement Day;

**Lock-out Period** means the period from, and including, the day following the relevant Interest Determination Date to, but excluding, the corresponding Interest Payment Date;

**London Banking Day** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

$n_i$ , for any Local Business Day "i" in the Applicable Period, means the number of calendar days from, and including, such Local Business Day "i" up to but excluding the following Local Business Day;

**New York Federal Reserve's Website** means the website of the Federal Reserve Bank of New York as at the date of this Base Prospectus at <http://www.newyorkfed.org>, or any successor website of the Federal Reserve Bank of New York;

**Observation Period** means, in respect of the relevant Interest Period, the period from, and including, the date falling "p" Local Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "p" Local Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Local Business Days prior to such earlier date, if any, on which the Notes become due and payable);

**p** means, for any Interest Period:

- (A) where "Lag" is specified as the Observation Method in the applicable Final Terms, the number of Local Business Days included in the Observation Look-back Period specified in the applicable Final Terms (or, if no such number is specified, five Local Business Days);
- (B) where "Lock-out" is specified as the Observation Method in the applicable Final Terms, zero;
- (C) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the number of Local Business Days included in the Observation Look-back Period specified in the applicable Final Terms (or, if no such number is specified, five Local Business Days);

**r** means, in respect of the applicable Reference Rate as specified in the applicable Final Terms and:

- (A) where either “Lag” or “Observation Shift” is specified as the Observation Method, in respect of any Local Business Day, the SONIA rate, SOFR or €STR (as applicable) in respect of such Local Business Day;
- (B) where “Lock-out” is specified as the Observation Method:
  - (i) in respect of any Local Business Day “i” that is a Reference Day, the SONIA rate, SOFR or €STR (as applicable) in respect of the Local Business Day immediately preceding such Reference Day; and
  - (ii) in respect of any Local Business Day “i” that is not a Reference Day (being a Local Business Day in the Lock-out Period), the SONIA rate, SOFR or €STR (as applicable) in respect of the Local Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the relevant Interest Determination Date); and
- (C) where “Payment Delay” is specified as the Observation Method, in respect of any Local Business Day, the SONIA rate, SOFR or €STR (as applicable) in respect of such Local Business Day, **provided however that**, in the case of the last Interest Period, in respect of each Local Business Day in the period from (and including) the Rate Cut-off Date to (but excluding) the Maturity Date or the date fixed for redemption, as applicable,  $r$  shall be the SONIA rate, SOFR or €STR (as applicable) in respect of the Rate Cut-off Date;

**Reference Day** means each Local Business Day in the relevant Interest Period, other than any Local Business Day in the Lock-out Period;

$r_{i-pLBD}$  means the applicable Reference Rate as set out in the definition of “ $r$ ” above for, (i) where, in the applicable Final Terms, “Lag” is specified as the Observation Method, the Local Business Day (being a Local Business Day falling in the relevant Observation Period) falling “ $p$ ” Local Business Days prior to the relevant Local Business Day “ $i$ ” or, (ii) otherwise, the relevant Local Business Day “ $i$ ”;

**SOFR** means, in respect of any Local Business Day, a reference rate equal to the daily Secured Overnight Financing Rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the New York Federal Reserve's Website, in each case on or about 5.00 p.m. (New York Time) (the **SOFR Determination Time**) on the Local Business Day immediately following such Local Business Day;

**SONIA** means, in respect of any Local Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such Local Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors in each case on the Local Business Day immediately following such Local Business Day;

**U.S. Government Securities Business Day** means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities; and

**Weighted Average Reference Rate** means:

- (A) where “Lag” is specified as the Observation Method in the applicable Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes the Reference Rate in effect for any

calendar day which is not a Local Business Day shall be deemed to be the Reference Rate in effect for the Local Business Day immediately preceding such calendar day; and

(B) where “Lock-out” is specified as the Observation Method in the applicable Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Interest Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Period, **provided however that** for any calendar day of such Interest Period falling in the Lock-out Period, the relevant Reference Rate for each day during that Lock-out Period will be deemed to be the Reference Rate in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes the Reference Rate in effect for any calendar day which is not a Local Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Local Business Day immediately preceding such calendar day.

(D) *Index Determination for Floating Rate Notes*

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and Index Determination is specified in the applicable Final Terms as Applicable, the Rate of Interest for each Interest Period will be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula and rounded to the Relevant Decimal Place, all as determined by the Calculation Agent on the relevant Interest Determination Date plus or minus (as indicated in the applicable Final Terms) the Margin (if any):

$$\left( \frac{\text{Compounded Index End}}{\text{Compounded Index Start}} - 1 \right) \times \frac{\text{Numerator}}{d}$$

where:

**Compounded Index** means either SONIA Compounded Index or SOFR Compounded Index, as specified in the applicable Final Terms;

**Compounded Index End** means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which, by its definition or the operation of the relevant provisions, is excluded from such Interest Period);

**Compounded Index Start** means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the first day of the relevant Interest Period;

**d** is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

**Index Days** means, in the case of the SONIA Compounded Index, London Banking Days, and, in the case of the SOFR Compounded Index, U.S. Government Securities Business Days;

**Numerator** shall, unless otherwise specified in the applicable Final Terms, be 365 in the case of the SONIA Compounded Index and 360 in the case of the SOFR Compounded Index;

**Relevant Decimal Place** shall, unless otherwise specified in the applicable Final Terms, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index, in each case rounded up or down, if necessary (with 0.000005 or, as the case may be, 0.00000005 being rounded upwards);

**Relevant Number** shall, unless otherwise specified in the applicable Final Terms, be five in the case of the SONIA Compounded Index and two in the case of the SOFR Compounded Index;

**SOFR Compounded Index** means the compounded daily SOFR rate, as published at 3.00 p.m. (New York time) by the Federal Reserve Bank of New York (or a successor administrator of SOFR) on the New York Federal Reserve's Website, or any successor source; and

**SONIA Compounded Index** means the compounded daily SONIA rate as published at 10.00 a.m. (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source.

Provided that a Benchmark Event has not occurred in respect of SONIA or a Benchmark Transition Event and its related Benchmark Replacement Date has not occurred in respect of SOFR, as the case may be, if, with respect to any Interest Period, the relevant Compounded Index Start and/or Compounded Index End is not published by the administrator, the Calculation Agent shall calculate the Rate of Interest for that Interest Period in accordance with Condition 5(b)(2)(C) above as if Index Determination was not specified in the applicable Final Terms as being applicable. For these purposes, (i) the Reference Rate shall be deemed to be SONIA in the case of SONIA Compounded Index and SOFR in the case of SOFR Compounded Index, (ii) the Calculation Method shall be deemed to be Compounded Daily, (iii) the Observation Method shall be deemed to be Observation Shift, (iv) the Observation Look-back Period shall be deemed to be the Relevant Number, (v) D shall be deemed to be the Numerator and (vi) in the case of SONIA, the Relevant Screen Page will be determined by the Issuer. If a Benchmark Event has occurred in respect of SONIA, the provisions of Condition 5(b)(3) shall apply *mutatis mutandis* in respect of this Condition 5(b)(2)(D) or if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of SOFR, the provisions of Condition 5(b)(4) shall apply *mutatis mutandis* in respect of this Condition 5(b)(2)(D), as applicable.

(3) *Benchmark Replacement*

Where the relevant Reference Rate applicable to the Notes is not SOFR, in addition and notwithstanding the provisions above in this Condition 5(b), if the Issuer determines that a Benchmark Event has occurred or there is a Successor Rate, in either case when any Rate of Interest remains to be determined by such Reference Rate, then the Issuer may elect (acting in good faith and in a commercially reasonable manner) to apply the following provisions:

- (A) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than 5 London Business Days prior to the relevant Interest Determination Date relating to the next succeeding Interest Period (the **IA Determination Cut-off Date**), a Successor Rate (as defined below) or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Rate of Interest applicable to the Notes;
- (B) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate;
- (C) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall be the Reference Rate for each of the future Interest Periods (subject to the subsequent operation of, and to adjustment as provided in, this Condition 5(b)(3)); provided, however, that if sub-paragraph (B) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in

relation to the Notes in respect of the preceding Interest Period (or alternatively, if there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest) (subject, where applicable, to substituting the Margin that applied to such preceding Interest Period for the Margin that is to be applied to the relevant Interest Period); for the avoidance of doubt, the proviso in this sub-paragraph (C) shall apply to the relevant Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5(b)(3);

- (D) if the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to such Successor Rate or Alternative Reference Rate (as applicable). If the Independent Adviser or the Issuer (as applicable) is unable to determine, prior to the relevant Interest Determination Date relating to the next succeeding Interest Period, the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread;
- (E) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, any Adjustment Spread in accordance with the above provisions, the Independent Adviser or the Issuer (as applicable), may also specify changes to these terms and conditions, including but not limited to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Days, Interest Determination Date and/or the definition of Reference Rate applicable to the Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread. For the avoidance of doubt, the Trustee and the Principal Paying Agent shall (without liability to any person), at the direction and expense of the Issuer, and having received a certificate from the Issuer, signed by two authorised signatories, confirming that the Issuer or the Independent Adviser has made the relevant determinations in accordance with this Condition 5(b)(3); and attaching the proposed amendments to the Conditions, be obliged to concur with the Issuer to effect such amendments to the Conditions together with such consequential amendments to the Trust Deed and the Agency Agreement and these terms and conditions as may be required and prepared by or on behalf of the Issuer or the Independent Adviser in order to give effect to this Condition 5(b)(3). Noteholder consent shall not be required in connection with implementing the Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread or such other changes, including for the execution of any documents, amendments or other steps by the Trustee and the Principal Paying Agent (if required by the Issuer or the Independent Adviser). The Trustee shall not be obliged to agree to any amendments which in the sole opinion of the Trustee would have the effect of (A) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the documents to which it is a party and/or these Conditions; and
- (F) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread, give notice thereof to the Trustee and the Principal Paying Agent and the Noteholders, which shall specify the effective date(s) for such Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and any consequential changes made to these terms and conditions. None of the Trustee, the Principal Paying Agent or the Calculation Agent will have any liability for any determination made by or on behalf of Issuer or its designee in connection with a Benchmark Transition Event or a Benchmark Replacement.

In no event shall the Trustee, the Principal Paying Agent or the Calculation Agent be responsible for determining if a Benchmark Event has occurred or there is a Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread or for making any adjustments to the relevant Successor Rate or the relevant Alternative Reference Rate (as

applicable). In connection with the foregoing, the Trustee, the Principal Paying Agent and the Calculation Agent will be entitled to conclusively rely on any determinations made by Issuer or its designee and will have no liability for such actions taken at the direction of the Issuer or its designee.

For the purposes of this Condition 5(b)(3):

**Adjustment Spread** means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable), determines is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Noteholders and Couponholders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is recommended in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) in the case of a Successor Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable); or
- (iii) if no such customary market usage is recognised or acknowledged, the Independent Adviser (in consultation with the Issuer) or the Issuer in its discretion (as applicable), determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

**Alternative Reference Rate** means the rate that the Independent Adviser or the Issuer (as applicable) determines has replaced the relevant Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Interest Period, or, if the Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as the Independent Adviser or the Issuer (as applicable) determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the relevant Reference Rate;

**Benchmark Event** means:

- (i) the relevant Reference Rate has ceased to be published as a result of such benchmark ceasing to be calculated or administered; or
- (ii) a public statement by the administrator of the Reference Rate that it has ceased, or will cease, publishing such Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Reference Rate); or
- (iii) a public statement by the supervisor of the administrator of the relevant Reference Rate that such Reference Rate has been or will be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the relevant Reference Rate as a consequence of which such Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences either generally, or in respect of the Notes; or
- (v) a public statement by the supervisor of the administrator of the relevant Reference Rate that, in the view of such supervisor, such Reference Rate is no longer representative of an underlying market or the methodology to calculate such Reference Rate has materially changed; or

- (vi) it has or will become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the relevant Reference Rate (including, without limitation, under the UK Benchmark Regulation, if applicable);

**Independent Adviser** means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer at its own expense;

**Relevant Nominating Body** means, in respect of a reference rate:

- (i) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate; or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate relates, (b) any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate, (c) a group of the aforementioned central banks or other supervisory authorities, (d) the International Swaps and Derivatives Association, Inc. or any part thereof, or (e) the Financial Stability Board or any part thereof; and

**Successor Rate** means the reference rate (and related alternative screen page or source, if available) that the Independent Adviser or the Issuer (as applicable) determines is a successor to or replacement of the relevant Reference Rate (for the avoidance of doubt, whether or not such Reference Rate has ceased to be available) which is formally recommended by any Relevant Nominating Body.

(4) *Effect of Benchmark Transition Event*

Where the relevant Reference Rate applicable to the Notes is SOFR, in addition and notwithstanding the provisions above in this Condition 5(b), this Condition 5(b)(4) shall apply.

(A) *Benchmark Replacement*

If the Issuer or its designee determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates.

(B) *Benchmark Replacement Conforming Changes*

In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time.

(C) *Decisions and Determinations*

Any determination, decision or election that may be made by the Issuer or its designee pursuant to this Condition 5(b)(4), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, will be made in the sole discretion of the Issuer or its designee, as applicable, and, notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the Noteholders or any other party. For the avoidance of doubt, the Trustee, the Principal Paying Agent or the Calculation Agent shall (without liability to any person), at the direction and expense of the Issuer, and having received a certificate from the Issuer, signed by two authorised signatories, confirming that the Issuer or its designee has made the relevant determinations in accordance with this

Condition 5(b)(4); and attaching the proposed amendments to the Conditions, be obliged to concur with the Issuer to effect such amendments to the Conditions. None of the Trustee, the Principal Paying Agent or the Calculation Agent will have any liability for any determination made by or on behalf of the Issuer or its designee in connection with a Benchmark Transition Event or a Benchmark Replacement. The Trustee shall not be obliged to agree to any amendments which in the sole opinion of the Trustee would have the effect of (A) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the documents to which it is a party and/or these Conditions.

In no event shall the Trustee, the Principal Paying Agent or the Calculation Agent be responsible for determining if a Benchmark Transition Event has occurred or any substitute for SOFR, or for making any adjustments to any alternative benchmark or spread thereon, the business day convention, interest determination dates or any other relevant methodology for calculating any such substitute or successor benchmark. In connection with the foregoing, the Trustee, the Principal Paying Agent and the Calculation Agent will be entitled to conclusively rely on any determinations made by the Issuer or its designee and will have no liability for such actions taken at the direction of the Issuer or its designee.

In the event that the Rate of Interest for the relevant Interest Period cannot be determined in accordance with the foregoing provisions by the Issuer or its designee, the Rate of Interest for such Interest Period shall be (i) that determined as at the immediately preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the applicable Final Terms) is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin relating to that immediately preceding Interest Period), or (ii) if there is no such preceding Interest Determination Date and the relevant Interest Period is the first Interest Period for the Notes, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period), or (iii) if there is no such preceding Interest Determination Date and the relevant Interest Period is not the first Interest Period for the Notes, the Rate of Interest which applied to the immediately preceding Interest Period.

For the purpose of this Condition 5(b)(4):

**Benchmark** means, initially, SOFR; provided that if the Issuer or its designee determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement;

**Benchmark Replacement** means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (i) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (b) the Benchmark Replacement Adjustment;
- (ii) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; or
- (iii) the sum of: (a) the alternate rate of interest that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment;



**Benchmark Replacement Adjustment** means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (i) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

**Benchmark Replacement Conforming Changes** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer or its designee decide may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decide that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or its designee determine is reasonably necessary);

**Benchmark Replacement Date** means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (i) in the case of sub-paragraph (i) or (ii) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (ii) in the case of sub-paragraph (iii) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein;

**Benchmark Transition Event** means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (i) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, **provided that**, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component);
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark (or such component), which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, **provided that**, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

- (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

**designee** means a designee as selected and separately appointed by the Issuer as designee for the Notes in writing;

**ISDA Fallback Adjustment** means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the 2006 ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

**ISDA Fallback Rate** means the rate that would apply for derivatives transactions referencing the 2006 ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

**Reference Time** with respect to any determination of the Benchmark means (1) if the Benchmark is SOFR, the SOFR Determination Time, and (2) if the Benchmark is not SOFR, the time determined by the Issuer or its designee after giving effect to the Benchmark Replacement Conforming Changes;

**Relevant Governmental Body** means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

**Unadjusted Benchmark Replacement** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(5) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(6) *Determination of Rate of Interest and calculation of Interest Amounts*

The Principal Paying Agent (in the case of Fixed Rate Notes and Floating Rate Notes where the Rate of Interest is determined by ISDA Determination) and/or the Calculation Agent (in the case of Floating Rate Notes where the Rate of Interest is determined by Screen Rate Determination) will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Principal Paying Agent and/or the Calculation Agent (as applicable) will calculate the amount of interest (the Interest Amount) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or
- (B) in the case of Floating Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount

(determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

**Day Count Fraction** means, in respect of the calculation of an amount of interest in accordance with this Condition 5(b):

- (i) if “Actual/Actual (ISDA)”, or “Actual/Actual” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if “Actual/365 (Sterling)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (i) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (iv) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

**Y<sub>1</sub>** is the year, expressed as a number, in which the first day of the Interest Period falls;

**Y<sub>2</sub>** is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**M<sub>1</sub>** is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

**M<sub>2</sub>** is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**D<sub>1</sub>** is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D<sub>1</sub> will be 30; and

**D<sub>2</sub>** is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (vi) if “30E/360” or “Eurobond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

**Y<sub>1</sub>** is the year, expressed as a number, in which the first day of the Interest Period falls;

**Y<sub>2</sub>** is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**M<sub>1</sub>** is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

**M<sub>2</sub>** is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**D<sub>1</sub>** is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case **D<sub>1</sub>** will be 30; and

**D<sub>2</sub>** is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case **D<sub>2</sub>** will be 30; and

- (vii) if “30E/360 (ISDA)” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

**Y<sub>1</sub>** is the year, expressed as a number, in which the first day of the Interest Period falls;

**Y<sub>2</sub>** is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**M<sub>1</sub>** is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

**M<sub>2</sub>** is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**D<sub>1</sub>** is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case **D<sub>1</sub>** will be 30; and

**D<sub>2</sub>** is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31 in which case **D<sub>2</sub>** will be 30.

(7) *Linear Interpolation*

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent or the Principal Paying Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms for Floating Rate Notes referencing EURIBOR) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period, provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Calculation Agent or the Principal Paying Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

**Designated Maturity** means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(8) *Notification of Rate of Interest and Interest Amounts*

The Principal Paying Agent and the Calculation Agent (as applicable) will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee and the London Stock Exchange and notice thereof to be published in accordance with Condition 14 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to the London Stock Exchange and to the Noteholders in accordance with Condition 14. For the purposes of this paragraph, the expression **London Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(9) *Determination or calculation by the Issuer*

If for any reason at any time the Principal Paying Agent or the Calculation Agent defaults in its obligation or is not able to determine the Rate of Interest or calculate any Interest Amount in accordance with sub-paragraphs 5(b)(2) to 5(b)(6), as the case may be, above, the Issuer (or any other person appointed by it for that purpose) shall determine the Rate of Interest at such rate plus or minus (as appropriate) the relevant Margin (if any) in its absolute discretion (having regard as it shall think fit to the foregoing provisions of this Condition 5 but subject always to sub-paragraph 5(b)(5) above), it shall deem fair and reasonable in all the circumstances and/or, as the case may be, the Issuer (or any other person appointed by it for that purpose) shall calculate the Interest Amount in the manner referred to in sub-paragraph 5(b)(6) above and such determination and/or calculation shall be deemed to have been made by the Issuer. The Trustee shall have no liability to any person in connection with any determination or calculation made by the Issuer (or any person appointed by it for that purpose) it is required to make pursuant to this Condition 5(b)(9).

(10) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5(b) by the Principal Paying Agent or the Calculation Agent or the Issuer (or any other person appointed by it for such purpose) shall (in the absence of wilful default, bad faith, manifest error or proven error) be binding on the Issuer, the Trustee, the Principal Paying Agent, the other Agents and all Noteholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Trustee, the Noteholders or the Couponholders shall attach to the Principal Paying Agent or the Calculation Agent or the Issuer (or any other person appointed by the Issuer for such purpose) in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) *Accrual of interest*

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation of such Note (in the case of Bearer Notes) or Certificate representing the same (in the case of certificated Registered Notes) or, in the case of uncertificated Registered Notes, in compliance with the rules from time to time laid down by the Issuer in a manner consistent with the rules, practices and procedures of a relevant system, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue as provided in the Trust Deed.

## 6. **Payments**

(a) *Method of payment*

Subject as provided below:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of

the payee, by a cheque in such Specified Currency drawn on a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively); and

- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto, but without prejudice to the provisions of Condition 8 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto (in each case without prejudice to the provisions of Condition 8).

(b) *Presentation of definitive Bearer Notes and Coupons*

Payments of principal in respect of definitive Bearer Notes will (subject as provided below) be made in the manner provided in paragraph (a) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Bearer Notes, and payments of interest in respect of definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Fixed Rate Notes in definitive bearer form (other than Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note or Long Maturity Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Note** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Bearer Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Bearer Note.

(c) *Payments in respect of Global Notes*

Payments of principal and interest (if any) in respect of Notes represented by any Global Note will (subject as provided below) be made in the manner specified above in relation to definitive Bearer Notes and otherwise in the manner specified in the relevant Global Note, where applicable against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the

United States. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made either on such Global Note by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

(d) *Payments in respect of Registered Notes*

Payments of principal and interest on each Registered Note will be made (subject, in the case of a payment of principal in respect of a certificated Registered Note, to the presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relative Certificate at the specified office of the Registrar or any of the Paying Agents) by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the certificated Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the seventh business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date (the **Record Date**). Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the principal amount of the Notes held by a holder is less than U.S.\$250,000 (or its approximate equivalent in any other Specified Currency), payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below) and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register at the close of business on the Record Date at its address shown in the Register on the Record Date and at its risk.

For these purposes:

**Designated Account** means the account maintained by the holder with a Designated Bank and identified as such in the Register; and

**Designated Bank** means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of payment in euro) any bank which processes payments in euro.

In the case of uncertificated Registered Notes, such steps will be taken as the Issuer shall consider necessary having regard to the Uncertificated Securities Regulations and to the rules, practices and procedures of a relevant system to indicate the making of such payment, and may include, if the Issuer thinks fit, a requirement for such uncertificated Registered Note to be changed to a certificated Registered Note before payment.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post.

(e) *General provisions applicable to payments*

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Bearer Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment so made by the Issuer to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Bearer Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Bearer Notes will be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;

- (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

(f) *Payment Day*

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, **Payment Day** means any day which (subject to Condition 9) is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
  - (A) in the case of Notes in definitive form only, the relevant place of presentation;
  - (B) each Additional Financial Centre specified in the applicable Final Terms; and
- (ii) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively) or (2) in relation to any sum payable in euro, a T2 Settlement Day.

(g) *Interpretation of principal and interest*

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable with respect to principal under Condition 8;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s) (if any) of the Notes;
- (v) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 7(e)); and
- (vi) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8.

## 7. **Redemption and purchase**

(a) *Redemption at maturity*

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at 100 per cent. of its nominal amount in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.



(b) *Redemption for tax reasons*

Subject to Condition 7(e) the Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Principal Paying Agent and, in accordance with Condition 14, the Noteholders (which notice shall be irrevocable), if as soon as practicable before giving such notice:

- (i) the Issuer satisfies the Trustee that, on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 8), or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and
- (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Trustee to make available at its specified office to the Noteholders a certificate signed by two authorised signatories of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and the Trustee shall be entitled to accept such certificate as sufficient evidence of the satisfaction of the conditions precedent set out above in which event it shall be conclusive and binding on the Noteholders and Couponholders.

Notes redeemed pursuant to this Condition 7(b) will be redeemed at their Early Redemption Amount referred to in paragraph (e) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

In this Condition 7(b) authorised signatory means a director, company secretary, or any other person authorised by the board of directors of the Issuer to provide certificates in relation to the Notes.

(c) *Redemption at the option of the Issuer (Issuer Call and Clean-up Call)*

If Issuer Call is specified as being applicable in the applicable Final Terms, the Issuer may, having given:

- (i) not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 14; and
- (ii) not less than 15 days before the giving of the notice referred to in (i), notice to the Trustee, the Principal Paying Agent and, in the case of a redemption of Registered Notes, the Registrar,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms.

If Spens Amount is specified in the applicable Final Terms as the Optional Redemption Amount, the Optional Redemption Amount shall be equal to the higher of (i) 100 per cent. of the principal amount outstanding of the Notes to be redeemed or (ii) the principal amount outstanding of the Notes to be redeemed

multiplied by the price, as reported to the Issuer and the Trustee by the Financial Adviser, at which the Gross Redemption Yield on such Notes on the Reference Date is equal to the Gross Redemption Yield (determined by reference to the middle market price) at the Quotation Time specified in the applicable Final Terms on the Reference Date of the Reference Bond, plus the Redemption Margin, all as determined by the Financial Adviser.

If Make-Whole Amount is specified in the applicable Final Terms as the Optional Redemption Amount, the Optional Redemption Amount shall be an amount calculated by the Agent equal to the higher of (i) 100 per cent. of the principal amount outstanding of the Notes to be redeemed or (ii) the sum of the present values of the principal amount outstanding of the Notes to be redeemed and the Remaining Term Interest on such Note (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on an annual basis at the Reference Bond Rate, plus the Redemption Margin.

If the Clean-Up Call is specified as being applicable in the applicable Final Terms, and immediately prior to the giving of the notice referred to below, a Clean-Up Event has occurred, then the Issuer may, subject to having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 14 (which notice shall specify whether the Issuer will redeem, purchase or procure the purchase of the Notes and the date fixed for such redemption or, as the case may be, purchase), redeem or, at the Issuer's option, purchase (or procure the purchase of) all, but not some only, of the Notes at any time or, if the Note is a Floating Rate Note, on any Interest Payment Date, at their Clean-Up Price (as defined below) together with interest accrued to (but excluding) the date fixed for redemption or purchase (as applicable). Upon the expiry of such notice, the Issuer shall redeem or, as the case may be, purchase or procure the purchase of the Notes. If the Issuer exercises the Clean-Up Call in circumstances (as specified in the definition of "**Clean-Up Price**" below) where the Clean-Up Price is the Make-Whole Amount, the Make-Whole Amount and any accrued interest on the Notes to (but excluding) the relevant redemption or purchase date, if any, will be notified (promptly following the determination thereof but in any event no later than 2 (two) business days prior to the relevant redemption or purchase date) by the Issuer to the Trustee and to Noteholders in accordance with Condition 14.

Prior to the publication of any notice of redemption pursuant to this Condition 7(c), the Issuer shall deliver to the Trustee a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the outstanding aggregate nominal amount of the Notes is 20 per cent. or less of the aggregate nominal amount of the Notes originally issued. The Trustee shall be entitled to accept such certificate (without enquiry or liability to any person) as sufficient evidence of the satisfaction of the condition precedent set out above, in which event it shall be conclusive and binding on the Issuer, the Trustee, the Noteholders and the Couponholders and the Trustee will not be responsible for any loss that may be occasioned by the Trustee's acting or relying on such certificate.

In this Condition 7(c):

A "**Clean-Up Event**" shall be deemed to occur if the Issuer and/or any Subsidiary of the Issuer has/have in the aggregate purchased and cancelled or redeemed Notes in aggregate principal amount equal to or in excess of 80 per cent. of the nominal amount of the Notes originally issued (which shall for this purpose include any further Notes issued pursuant to Condition 18 (Further Issues) and consolidated with the Notes as part of the same Series shall be deemed to have been originally issued);

"**Clean-Up Price**" means, in respect of any Note, such amount as may be specified as the Clean-Up Price in the applicable Final Terms (which may be the Optional Redemption Amount as specified in the applicable Final Terms) or (if no such price is so specified in the applicable Final Terms) at par; provided that where a Clean-Up Event has occurred following or as a result of redemption pursuant to this Condition 7(c) at the Make-Whole Amount, the Clean-Up Price shall be the Make-Whole Amount calculated by reference to the date of redemption or, as the case may be, purchase pursuant to the Clean-Up Event;

**FA Selected Bond** means a government security or securities selected by the Financial Adviser as having an actual or interpolated maturity comparable with the remaining term of the Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the same currency as the Notes and of a comparable maturity to the remaining term of the Notes;

**Financial Adviser** means a financial adviser selected by the Issuer after consultation with the Trustee;

**Gross Redemption Yield** means, with respect to a security, the gross redemption yield on such security, expressed as a percentage and calculated by the Financial Adviser on the basis set out by the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields", page 4, Section One: Price/Yield Formulae "Conventional Gilts; Double dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date" (published 8 June, 1998, as amended or updated from time to time) on a semi-annual compounding basis (converted to an annualised yield and rounded up (if necessary) to four decimal places) or on such other basis as the Trustee may approve;

**Redemption Margin** shall be as set out in the applicable Final Terms;

**Reference Bond** shall be as set out in the applicable Final Terms or shall be the FA Selected Bond;

**Reference Bond Price** means, with respect to any date of redemption, (A) the arithmetic average of the Reference Government Bond Dealer Quotations for such date of redemption, after excluding the highest and lowest such Reference Government Bond Dealer Quotations, or (B) if the Issuer or an agent appointed by it, obtains fewer than four such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations;

**Reference Bond Rate** means, with respect to any date of redemption, the rate per annum equal to the annual or semi-annual yield (as the case may be) to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Bond, assuming a price for the Reference Bond (expressed as a percentage of its nominal amount) equal to the Reference Bond Price for such date of redemption;

**Reference Date** will be set out in the relevant notice of redemption;

**Reference Government Bond Dealer** means each of five banks selected by the Issuer, or their affiliates, which are (A) primary government securities dealers, and their respective successors, or (B) market makers in pricing corporate bond issues;

**Reference Government Bond Dealer Quotations** means, with respect to each Reference Government Bond Dealer and any date for redemption, the arithmetic average, as determined by the Issuer or an agent appointed by it, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its nominal amount) at the Quotation Time specified in the applicable Final Terms on the Reference Date quoted in writing to the Issuer or an agent appointed by it, by such Reference Government Bond Dealer; and

**Remaining Term Interest** means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest on such Note for the remaining term of such Note determined on the basis of the rate of interest applicable to such Note from and including the date on which such Note is to be redeemed by the Issuer pursuant to this Condition 7(c).

All notifications, opinions, determinations, certifications, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 7(c) by the Agent, shall (in the absence of negligence, wilful default or bad faith) be binding on the Issuer, the Agent, the Trustee, the Paying Agents, the Registrar (if applicable) and all Noteholders and Couponholders.

In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion), in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 7(c) and notice to that effect

shall be given by the Issuer to the Noteholders in accordance with Condition 14 at least five days prior to the Selection Date.

(d) *Redemption at the option of the Noteholders*

(i) *General Investor Put*

If General Investor Put is specified as being applicable in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 14 not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms, the Issuer will, upon the expiry of such notice, redeem such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. Registered Notes may be redeemed under this Condition in any multiple of their lowest Specified Denomination.

To exercise the right to require redemption of this Note the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver such Note or the Certificate representing the same at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of certificated Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the notice period, accompanied by a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a **Put Notice**) and in which the holder must specify (a) a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition and (b) in the case of certificated Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which the new Certificate in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2(b). If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on its instruction by Euroclear or Clearstream, Luxembourg or any common depository or common safekeeper (as the case may be) for Euroclear or Clearstream, Luxembourg to the Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg given by a holder of any Note pursuant to this Condition 7(d)(i) shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the Put Notice and instead to declare such Note forthwith due and payable pursuant to Condition 10.

A holder of uncertificated Registered Notes shall exercise the right to require redemption by complying with the rules, practices and procedures of a relevant system.

(ii) *Change of Control Investor Put*

If Change of Control Investor Put is specified as being applicable in the applicable Final Terms, the following provisions shall apply to the Notes.

(a) **A Put Event** will be deemed to occur if:

(A) any person (being an individual, partnership, company, corporation, unincorporated organisation, trust or joint venture, or any governmental agency or political subdivision thereof) or any persons acting in concert (as defined in the City Code on Takeovers and Mergers) or any person or persons acting on behalf of any such person(s) (the **Relevant Person**) at any time directly or indirectly own(s) or acquire(s): (A) more than 50 per cent. of the issued or allotted ordinary share capital of the Issuer or (B) such number of shares in the capital of the Issuer carrying more than 50 per cent. of the

total voting rights attached to the issued or allotted share capital of the Issuer that are normally exercisable at a general meeting of the Issuer (such event being a **Change of Control**), provided that a Change of Control shall be deemed not to have occurred if all or substantially all of the shareholders of the Relevant Person are, or immediately prior to the event which would otherwise have constituted a Change of Control were, the shareholders of the Issuer with the same (or substantially the same) pro rata interest in the share capital of the Relevant Person as such shareholders have or, as the case may be, had in the share capital of the Issuer; and

(B) on the date (the **Relevant Announcement Date**) that is the earlier of (x) the date of the first public announcement of the relevant Change of Control; and (y) the date of the earliest Relevant Potential Change of Control Announcement (if any), the Notes carry from any Rating Agency (as defined below):

(1) an investment grade credit rating (Baa3/BBB-, or equivalent, or better), and such rating from any Rating Agency is within the Change of Control Period either downgraded to a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse) or withdrawn and is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to an investment grade credit rating by such Rating Agency; or

(2) a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse), and such rating from any Rating Agency is within the Change of Control Period downgraded by one or more notches (for illustration, Ba1/BB+ to Ba2/BB being one notch) or withdrawn and is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to its earlier credit rating or better by such Rating Agency; or

(3) no credit rating, and no Rating Agency, assigns within the Change of Control Period an investment grade credit rating to the Notes,

provided that, if on the Relevant Announcement Date the Notes carry a credit rating from more than one Rating Agency, at least one of which is investment grade, then sub-paragraph (1) will apply; and

(C) in making the relevant decision(s) referred to above, the relevant Rating Agency announces publicly or confirms in writing to the Issuer or the Trustee that such decision(s) resulted, in whole or in part, from the occurrence of the Change of Control or the Relevant Potential Change of Control Announcement.

(b) If a Put Event occurs, the holder of each Note shall have the option to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) each such Note on the Put Date (as defined below) at an amount equal to its Optional Redemption Amount (the **Optional Redemption Amount**) together with interest accrued to but excluding the date of redemption or purchase. Such option (the **Put Option**) shall operate as set out below.

(c) Promptly upon the Issuer becoming aware that a Put Event has occurred the Issuer shall give notice (a **Put Event Notice**) to the Noteholders in accordance with Condition 14 specifying the nature of the Put Event and the procedure for exercising the option contained in this Condition 7(d)(ii).

(d) To exercise the Put Option under this Condition 7(d)(ii) the holder of the Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver such Note or the Certificate representing the same at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of certificated Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar, falling within the period (the **Put Period**) of 45 days after a Put Event Notice is given, accompanied by a duly signed and completed Put Notice (as defined in Condition

7(d)(i)). The Note (in the case of Bearer Notes) should be delivered together with all Coupons appertaining thereto maturing after the date which is seven days after the expiry of the Put Period (the **Put Date**), failing which the Paying Agent will require payment of an amount equal to the face value of any such missing Coupon. Any amount so paid will be reimbursed in the manner provided in Condition 6 against presentation and surrender of the relevant missing Coupon (or any replacement therefor issued pursuant to Condition 11) at any time after such payment, but before the expiry of the period of five years from the Relevant Date (as defined in Condition 8) in respect of that Coupon. Payment in respect of any such Note will be made on the Put Date either (i) by transfer to the bank account (if any) specified in the relevant Put Notice or (ii) if no bank account is so specified, by cheque posted to the address specified in the relevant Put Notice. If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on its instruction by Euroclear or Clearstream, Luxembourg or any common depository or common safekeeper (as the case may be) for Euroclear or Clearstream Luxembourg to the Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time. The Issuer shall redeem or purchase the relevant Notes in accordance with this Condition 7(d)(ii) unless such Notes have been previously redeemed and cancelled.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg given by a holder of any Note pursuant to this Condition 7(d)(ii) shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the Put Notice and instead to declare such Note forthwith due and payable pursuant to Condition 10.

A holder of uncertificated Registered Notes shall exercise the right to require redemption by complying with the rules, practices and procedures of a relevant system.

If 80 per cent. or more in nominal amount of the Notes outstanding as at the day immediately preceding the day on which the Put Event Notice was given have been redeemed pursuant to this Condition 7(d)(ii), the Issuer may, on not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Noteholders given within 30 days after the Put Date, redeem, at its option, all, but not some only, of the remaining Notes at the Optional Redemption Amount plus interest accrued to but excluding the date of such redemption.

- (e) If the rating designations employed by either Moody's or S&P are changed from those which are described in paragraph (a)(B) above, or if a rating is procured from a Substitute Rating Agency, the Issuer shall determine, with the agreement of the Trustee (not to be unreasonably withheld or delayed), the rating designations of Moody's or S&P or such Substitute Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Moody's or S&P and paragraph (a)(B) above shall be read accordingly.
- (f) The Trustee is under no obligation to ascertain whether a Put Event or Change of Control, or any event which could lead to the occurrence of, or could constitute, a Put Event or Change of Control, has occurred and, until it shall have actual knowledge or notice pursuant to the Trust Deed to the contrary, the Trustee may assume that no Put Event or Change of Control or other such event has occurred.
- (g) In these Terms and Conditions:

**Change of Control Period** means the period commencing on the Relevant Announcement Date and ending 90 days after the Change of Control (or such longer period for which the Notes are under consideration (such consideration having been announced publicly within the period ending 90 days after the Change of Control) for rating review or, as the case may be, rating by a Rating Agency, such period not to exceed 60 days after the public announcement of such consideration);

**Rating Agency** means S&P Global Ratings UK Limited (**S&P**) or Moody's Investors Service Limited (**Moody's**) or their respective successors or any rating agency (a **Substitute Rating Agency**) substituted for any of them by the Issuer from time to time with the prior written approval of the Trustee; and

**Relevant Potential Change of Control Announcement** means any public announcement or statement by the Issuer, any actual or potential bidder or any adviser thereto relating to any potential Change of Control provided that within 180 days following the date of such announcement or statement a Change of Control occurs.

(e) *Early Redemption Amounts*

For the purpose of paragraph (b) above and Condition 10, each Note will be redeemed at the Early Redemption Amount calculated as follows:

- (i) in the case of a Note with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;
- (ii) in the case of a Note (other than a Zero Coupon Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Note is denominated, at the amount specified in the applicable Final Terms or, if no such amount is so specified in the applicable Final Terms, at its nominal amount; or
- (iii) in the case of a Zero Coupon Note, at an amount (the **Amortised Face Amount**) calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

**RP** means the Reference Price;

**AY** means the Accrual Yield expressed as a decimal; and

**y** is the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

(f) *Purchases*

The Issuer or any Subsidiary of the Issuer may at any time purchase Notes (provided that, in the case of definitive Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation.

(g) *Cancellation*

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and any Notes purchased and cancelled pursuant to paragraph (f) above (together with all unmatured Coupons and

Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

(h) *Late payment on Zero Coupon Notes*

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (a), (b), (c) or (d) above or upon its becoming due and repayable as provided in Condition 10 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (e)(iii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Principal Paying Agent, the Trustee or the Registrar and notice to that effect has been given to the Noteholders in accordance with Condition 14.

## 8. Taxation

All payments of principal, interest or other amounts in respect of the Notes and Coupons by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note or Coupon:

- (i) presented for payment in the UK; or
- (ii) the holder of which is liable for such taxes or duties in respect of such Note or Coupon by reason of its having some connection with a Tax Jurisdiction other than the mere holding of such Note or Coupon; or
- (iii) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6(f)).

As used herein:

- (i) **Tax Jurisdiction** means the UK or any political subdivision or any authority thereof or therein having power to tax; and
- (ii) the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Principal Paying Agent, the Trustee or the Registrar, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14 and, in the case of Registered Notes, cheques shall have been despatched and/or payment made in accordance with mandate instructions in accordance with Condition 6.

## 9. Prescription

The Notes (whether in bearer or registered form) and Coupons will become void unless presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8) therefor.



There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 6(b) or any Talon which would be void pursuant to Condition 6(b).

## 10. Events of default

### (a) *Events of Default*

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-quarter in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction against all proceedings, claims and demands to which it may be liable and against all costs, charges, liabilities and expenses which may be incurred by it in connection with such enforcement or appointment, including the cost of its managements' time and/or other internal resources, calculated using its normal hourly rates in force from time to time), (but in the case of the happening of any of the events mentioned in sub-paragraphs (ii), (iii) (other than the winding-up or dissolution of the Issuer), (iv), (v) and (vi) below only if the Trustee has certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Noteholders), give notice to the Issuer that the Notes are, and they shall accordingly forthwith become, immediately due and repayable at their principal amount, together with accrued interest as provided in the Trust Deed, if any of the following events (each an **Event of Default**) occurs:

- (i) default is made in the payment of any principal or interest due in respect of the Notes or any of them and the default continues for a period of seven days in the case of principal or 14 days in the case of interest; or
- (ii) there is a failure in the performance of any obligation under the Notes or the Trust Deed (other than an obligation to make payment of any principal or interest thereunder) which:
  - (A) in the opinion of the Trustee, is incapable of remedy; or
  - (B) being in the opinion of the Trustee capable of remedy, continues for the period of 30 days (or such longer period as the Trustee may permit) after written notification requiring such failure to be remedied has been given to the Issuer by the Trustee; or
- (iii) (except for the purpose of a reconstruction, an amalgamation or, in the case of a Principal Subsidiary, a voluntary winding-up, in each case the terms of which have previously been approved in writing by the Trustee) an order is made (and not discharged or stayed within a period of 30 days) or an effective resolution is passed for winding up the Issuer or any of its Principal Subsidiaries or an administration order is made in relation to the Issuer or any of its Principal Subsidiaries; or
- (iv) an administrative or other receiver is appointed of the whole or substantially the whole of the assets of the Issuer or any of its Principal Subsidiaries and is not removed, paid out or discharged within 30 days or, following such 30 day period, the appointment is not being disputed in good faith; or
- (v) the Issuer or any of its Principal Subsidiaries makes a general assignment for the benefit of its creditors; or
- (vi)
  - (A) any loan or other indebtedness for borrowed money (as defined in the Trust Deed) of the Issuer or any of its Principal Subsidiaries, amounting in aggregate to not less than £40,000,000 or its equivalent in other currencies, becomes due and repayable prematurely by reason of an event of default (however described) or is not repaid on its final maturity date (as extended by any applicable grace period); or
  - (B) any security given by the Issuer or any of its Principal Subsidiaries for any loan or indebtedness for borrowed money amounting in aggregate to not less than £40,000,000 or its equivalent in other currencies becomes enforceable and steps are taken to enforce the same; or

- (C) default is made by the Issuer or any of its Principal Subsidiaries in making any payment due under any guarantee or indemnity given by it in respect of any loan or indebtedness for borrowed money amounting in aggregate to not less than £40,000,000 or its equivalent in other currencies.

(b) *Enforcement*

The Trustee may, in its discretion and without notice, take such proceedings against the Issuer as it may think fit to enforce the provisions of the Trust Deed, the Notes and the Coupons, but it shall not be bound to take any such proceedings or any other action in relation to the Trust Deed, the Notes or the Coupons unless (i) it shall have been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by the holders of not less than one-quarter in principal amount of the Notes then outstanding and (ii) it shall have been indemnified to its satisfaction.

No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable period and the failure is continuing.

## **11. Replacement of Notes, Coupons and Talons**

Should any Bearer Note, Certificate, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent (in the case of Bearer Notes or Coupons) or the Registrar (in the case of Certificates) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Certificates, Bearer Notes, Coupons or Talons must be surrendered before replacements will be issued.

## **12. Agents**

The names of the initial Agents and their initial specified offices are set out below. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

The Issuer is entitled to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, provided that:

- (i) there will at all times be a Principal Paying Agent (in the case of Fixed Rate Notes and Floating Rate Notes where the Rate of Interest is determined by ISDA Determination) and a Calculation Agent (in the case of Floating Rate Notes where the Rate of Interest is determined by Screen Rate Determination); and
- (ii) so long as the Notes are listed on the London Stock Exchange, there will at all times be a Paying Agent (in the case of Bearer Notes) and a Transfer Agent (in the case of Registered Notes) with a specified office in such place as may be required by the rules and regulations of the London Stock Exchange (or any other relevant authority); and
- (iii) there will at all times be a Paying Agent in a jurisdiction within Europe, other than the jurisdiction in which the Issuer is incorporated.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6(e). Notice of any variation, termination, appointment or change in Paying Agents will be given to the Noteholders promptly by the Issuer in accordance with Condition 14.

In acting under the Agency Agreement, the Agents act solely as agents of the Issuer and, in the certain limited circumstances specified in the Agency Agreement and the Trust Deed, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Noteholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

### **13. Exchange of Talons**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9.

### **14. Notices**

All notices regarding the Bearer Notes will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in London. It is expected that any such publication in a newspaper will be made in the Financial Times in London. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of the London Stock Exchange on which the Bearer Notes are for the time being listed or by which they have been admitted to trading including publication on the website of the London Stock Exchange or the Financial Conduct Authority (the **FCA**) if required by those rules. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

All notices regarding the Registered Notes will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes are listed on the Main Market of the London Stock Exchange plc (the **Main Market**) or are admitted to the Official List of the FCA and the rules of the London Stock Exchange or the FCA so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) or such websites or such mailing 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 the Main Market or are admitted to the Official List of the FCA and the rules of the London Stock Exchange or the FCA so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Notes on the seventh day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Principal Paying Agent, the Registrar and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

### **15. Meetings of Noteholders, Modification and Waiver**

The Trust Deed contains provisions for convening meetings of the Noteholders (including meetings held through the use of any electronic platform, as defined in the Trust Deed) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Coupons, these Terms and Conditions or any of the provisions of the Trust Deed. Such a meeting may be convened by the Issuer or Noteholders holding not less than ten per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented. An Extraordinary

Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Couponholders.

The Trustee and the Issuer may agree, without the consent of the Noteholders or Couponholders, to:

- (a) any modification of the Notes, the Coupons, these Terms and Conditions or the Trust Deed which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Noteholders; or
- (b) any modification of these Terms and Conditions, the Notes, the Coupons or the Trust Deed which is in the opinion of the Trustee of a formal, minor or technical nature or is made to correct a manifest error or an error which, in the opinion of the Trustee, is proven or to comply with mandatory provisions of the law.

Any such modification shall be binding on the Noteholders and the Couponholders and any such modification shall, unless the Trustee agrees otherwise, be notified to the Noteholders in accordance with Condition 14 as soon as practicable thereafter.

The Trustee may also agree, without the consent of the Noteholders or Couponholders, to the waiver or authorisation of any breach or proposed breach of any of these Terms and Conditions or any of the provisions of the Trust Deed or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such, which in any such case is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders.

In connection with the exercise by it of any of its trusts, powers, authorities or discretions (including, but without limitation, any modification, waiver, authorisation or determination), the Trustee shall have regard to the general interest of the Noteholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders except, in the case of the Issuer, to the extent provided for in Condition 8 and/or any undertaking given in addition to, or in substitution for, Condition 8 pursuant to the Trust Deed.

## **16. Substitution**

Subject as provided in the Trust Deed, the Trustee, if it is satisfied that so to do would not be materially prejudicial to the interests of the Noteholders, may agree, without the consent of the Noteholders or Couponholders, to the substitution of any successor in business to the Issuer or of a Subsidiary either of the Issuer or any successor in business to the Issuer in place of the Issuer or any successor in business to the Issuer as principal debtor under the Trust Deed, the Notes and the Coupons, provided in the case of a Subsidiary either of the Issuer or of any successor in business to the Issuer the obligations of such Subsidiary in respect of the Trust Deed, the Notes and the Coupons shall be guaranteed by the Issuer or such successor in business in a form satisfactory to the Trustee. Any such substitution shall be binding on the Noteholders and the Couponholders and, unless the Trustee agrees otherwise, any such substitution shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 14.

## **17. Indemnification of the Trustee and its Contracting with the Issuer**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or prefunded to its satisfaction against all proceedings, claims and demands to which it may be liable and against all costs, charges, liabilities and expenses which may be incurred by it in connection with such enforcement or appointment, including the cost of its managements' time and/or other internal resources using its normal hourly rates in force from time to time.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, inter alia, (i) to enter into business transactions with the Issuer and/or any of its Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any of its Subsidiaries,

(ii) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders or Couponholders, and (iii) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

## **18. Further Issues**

The Issuer shall be at liberty from time to time without the consent of the Noteholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the Issue Date, the amount and date of the first payment of interest thereon and/or the Issue Price and so that the same shall be consolidated and form a single Series with the outstanding Notes. The Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of bearer or registered notes of other Series in certain circumstances where the Trustee so decides.

## **19. Contracts (Rights of Third Parties) Act 1999**

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

## **20. Governing Law**

The Trust Deed, the Agency Agreement, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes and the Coupons are governed by, and shall be construed in accordance with, English law.

## **USE OF PROCEEDS**

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes (which include making a profit and making acquisitions), or as may otherwise be disclosed in the applicable Final Terms.

## DESCRIPTION OF THE ISSUER

The legal and commercial name of the Issuer is Centrica plc. The Issuer was registered and incorporated in England and Wales under registration number 03033654 and operates under the Companies Act 2006, as amended from time to time, as a public limited company. The Issuer was incorporated on 16 March 1995 and its shares were first traded on the London Stock Exchange on 17 February 1997. The Issuer's registered office is located at Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD and the telephone number is 01753 494 000.

The Issuer is the parent company of the group (the **Group**) comprising Centrica plc and all its Subsidiaries. As the parent company of the Group, the Issuer is dependent on receiving dividends and revenues from its Subsidiaries.

## DIRECTORS AND SENIOR MANAGEMENT OF THE ISSUER

The directors and senior management of the Issuer, their position and principal activities outside the Group, where those are significant, are as follows as at the date of this Base Prospectus:

### Centrica plc Board of Directors

Name	Position	Outside Directorships/Activities
Scott Wheway	Chairman	Non-Executive Director, Lloyds Banking Group plc Chair, Scottish Widows Group
Chris O'Shea	Group Chief Executive	N/A
Russell O'Brien	Group Chief Financial Officer	N/A
Carol Arrowsmith	Non-Executive Director	Non-Executive Director, Compass Group Plc Director and Trustee, Northern Ballet Limited
Nathan Bostock	Non-Executive Director	Strategic Adviser, Banco Santander
Chanderpreet (CP) Duggal	Non-Executive Director	Advisor, Burberry plc
Heidi Mottram	Non-Executive Director	Chief Executive Officer, Northumbrian Water Limited and Northumbrian Water Group Limited Vice-Chair, North East Local Enterprise Partnership Member of the Board, The Great British Railways Transition Team Vice-Chair, Newcastle University Council
Kevin O'Byrne	Senior Independent Director	Non-Executive Director, International Flavors & Fragrances Inc
Amber Rudd	Non-Executive Director	Non-Executive Director, Pinwheel Advisor to businesses including Energy 1, Equinor, Darktrace, Finsbury Glover Hering, Centreview Partners and Phoenix Group Trustee, The Climate Group, RUSI and Action Against Gambling Harms

### Centrica plc Senior Management



<b>Name</b>	<b>Position</b>	<b>Outside Directorships/Activities</b>
Jill Shedden	Chief People Officer	Non-Executive Director, Thames Water Utilities Limited
Raj Roy	Group General Counsel & Company Secretary	Member of the Board, Energy UK (Association of Electricity Producers Limited), representing Centrica

The business address of the directors and the senior management (as described above) of the Issuer is c/o Centrica plc, Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD. There are no potential conflicts of interest between the duties to the Issuer of the directors or the senior management (as described above) of the Issuer and their private interests and/or other duties.

## DESCRIPTION OF THE CENTRICA GROUP

### Background and Formation

The Issuer is an integrated energy services and solutions company. It supplies electricity and gas, and energy related services to households and businesses in the UK and Ireland. In addition, the Group's EM&T business provides energy risk management services for the Group, provides a route-to-market for owned and third-party energy assets, and trades a range of energy commodities across Europe and LNG globally. It also owns and operates the UK's largest gas storage facility, Rough, owns a controlling 69 per cent. interest in Spirit Energy, a UK and Netherlands based gas production business, and a 20 per cent. interest in the UK's operational nuclear fleet.

The Issuer was listed in 1997 following a demerger from British Gas plc. The gas sales and trading, services and retail business of British Gas plc, together with the gas production business of the North and South Morecambe gas fields, were transferred to the Issuer, which maintains the British Gas retail brand. The Group at the time comprised British Gas Trading Limited, British Gas Services Limited, British Gas Energy Centres Limited and Accord Energy Limited, together with the Morecambe gas field production activities owned through Hydrocarbon Resources Limited and various other subsidiaries.

Since 1997, the Group has made numerous acquisitions and disposals and has developed organically. As of 31 December 2022, the Group had a total gross revenue of £33,637 million (as described on page 121 of the annual report of the Issuer for the year ended 31 December 2022) and, during 2022, employed on average of 19,954 people. The principal operations of the Group as at the date of this Base Prospectus are described briefly below.

### The Group's Strategy

The Issuer is an integrated energy company operating in the retail, optimisation and infrastructure sectors. Since 2020, the Group has undertaken a strategic repositioning to re-focus its operating model. The objectives of this repositioning are:

1. simplify and de-risk the portfolio and strengthen the balance sheet;
2. stabilise the business and improve operational performance; and
3. deliver growth and position for net zero.

The Group's portfolio has been simplified since 2020. In January 2021, the Group completed the disposal of its North American energy supply and services business, Direct Energy, for U.S.\$3.6 billion. In May 2022, Spirit Energy, of which the Group owns controlling 69 per cent., completed the disposal of its Norwegian gas and oil E&P business for headline consideration of U.S.\$1,076 million, resulting in a 98 per cent. reduction in Spirit Energy's proven and probable (**2P**) oil and liquids reserves, a 39 per cent. reduction in its 2P gas reserves, and an approximately £800 million reduction in its gross decommissioning liabilities. Proceeds from these disposals, combined with an ongoing focus on capital discipline and cash generation, meant the Group had adjusted net cash of £1.2 billion as of 31 December 2022 compared to adjusted net debt of nearly £4 billion at the end of 2019.

In 2020, the Issuer launched a group restructure to simplify the Group. This restructure is now complete. As of the date of this Base Prospectus, the Group operates in various energy-related activities and markets. It has three segments; its Retail businesses, including British Gas Services & Solutions, British Gas Energy and Bord Gáis Energy; its Optimisation businesses, CBS and EM&T; and its Upstream Infrastructure segment, which includes interests in gas production, gas storage and nuclear power generation.

The Group is now focused on areas such as, the provision of heat pump installation and maintenance for customers, facilitating the growth of renewable electricity generation across Europe through the expansion of route-to-market services in EM&T.

In July 2022, the Group announced the reinstatement a progressive dividend of 1.0 pence per share, enabling the return of capital to shareholders. The Group also commenced an equity share repurchase programme in November 2022, in line with its approach to return structural surplus capital to shareholders. An initial £250 million of share repurchase was completed in March 2023, and in April 2023 the Issuer entered into contracts with third parties to undertake a further £300 million of share repurchases. As of 30 June 2023, approximately £120.7 million of shares had been repurchased in total since 5 April 2023.

The ability of the Issuer to deliver on this strategy is subject to a number of risks. Please see “Risk Factors” for further information.

As summary of the Group’s principal activities is included below.

### ***Retail***

British Gas Energy is a national supplier of gas and electricity to customers in Britain’s domestic and small business market, predominantly under the British Gas brand. British Gas Energy is regulated by Ofgem and the majority of its domestic customers are now dual fuel customers. As of 31 December 2022, British Gas Energy supplied gas and/or electricity to over 7.5 million customers with 12.7 million customer accounts, and to 480,000 small business customer sites.

British Gas Services & Solutions served 3.1 million customers (as of 31 December 2022) by providing a range of energy-related maintenance and repair services in England, Scotland, and Wales. Many of such services are provided in connection with insurance products sold by the Group.

British Gas Insurance Limited is an insurer which is authorised by the PRA and regulated by the FCA and the PRA to carry out certain regulated activities. British Gas Services Limited is also authorised and regulated by the FCA and sells insurance-based service and repair products. The services provided include maintenance and repair contracts and on-demand services for central heating, plumbing and drains, home electrics or kitchen appliances. It owns the franchise business Dyno-Rod, a UK drain specialist, as well as its related plumbing business, and its digital platform enabled on-demand services offering, ‘Local Heroes’, which provides access to local tradesmen backed by a British Gas guarantee is now operating across the UK. In addition, British Gas Services is one of the UK’s largest national installers of domestic central heating boilers and systems. Through its Hive brand, it also sells and installs a range of smart home products, including electric vehicle charging points and smart thermostats.

In June 2014, the Group acquired the gas and electricity supply business and the Whitegate gas-fired power station of Bord Gáis Energy in the Republic of Ireland, for €214 million (approximately £172 million). The transaction provided a vertically integrated energy supply business in an adjacent downstream market to the UK and a platform for growth. As at 31 December 2022, the business had approximately 500,000 customers.

In line with the efforts to increase security of supply and promote decarbonisation in the Republic of Ireland, the Group has taken an investment decision to develop two 100MW flexible gas peaking plants in Athlone and Dublin. The expected cost of this project is around €250 million.

### ***Optimisation***

CBS supplies gas and electricity to larger UK businesses. As of 31 December 2022, it supplied approximately 152,811 supply points. CBS also provides integrated energy solutions and onsite generation options to businesses. In addition, CBS operates a portfolio of flexible generation and storage assets, principally a 49MW batter at Roosecote and a 49MW gas-peaking plant at Brigg. Further flexible generation and storage projects are under construction as at the date of this Base Prospectus.

EM&T is responsible for managing commodity risk and providing wholesale market access for the Group. It also sources energy on behalf of the Group’s energy supply and services operations in the UK. To do this, it uses a combination of the Group’s long-term procurement contracts and short-term arrangements to balance energy supplies and customer demand and to optimise the price paid by the Group. To offset adverse fluctuations in prices, the Group also enters into various hedging agreements, including gas storage, and utilises over the counter and exchange-traded instruments to optimise the prices paid by the Group. The Group terminated its gas sales agreement with Gazprom in response to the Russia/Ukraine crisis. In 2022, the Group entered into an agreement with Equinor to deliver additional gas supplies to the UK. The new supply agreement adds around 1 billion cubic meters (bcm) per year to Equinor’s existing, bilateral contract with the Issuer and brings the total volume under the contract to above 10 bcm per year.

EM&T’s trading activity covers long-term to short-term gas and power markets and certificates. EM&T provides hedging and optimisation strategies, as well as a route to market, for customers with decentralised generation assets. In addition, EM&T’s trading activity provides real time optimisation and flexibility on European gas markets. The acquisition of Denmark-based Neas Energy A/S (Neas) in 2016 helped the Group to accelerate its route to market offering, providing asset owners with access to wholesale commodity markets, which complements optimisation activity in distributed energy & power. In 2019, Neas changed its company name to Centrica Energy Trading A/S as it became fully integrated with Centrica EM&T.

EM&T also has a global presence in LNG and currently has long-term LNG supply contracts with Qatargas and Cheniere Energy Partners, L.P. To support its offtake commitments, EM&T has entered into seven-year charters (plus extension rights) for two LNG vessels with Gaslog Ltd, Gaslog Windsor, and Gaslog Westminster which commenced in 2019.

The Group has also agreed to purchase 2.6 million tonnes per annum of LNG (together with Tokyo Gas Co., Ltd) delivered ex-ship from the Mozambique LNG Project from the start-up of production until the early 2040s. The Group has signed a 15-year agreement for the supply of 0.5 million tonnes per annum of LNG to the Shenergy Group Company Limited. In addition, the Group has plans to purchase 1.0 million tonnes per annum of LNG from Delfin LNG LLC at the Delfin Deepwater Port for a period of 15 years.

### ***Upstream Infrastructure***

The Issuer's upstream infrastructure segment consists of the Group's controlling 69 per cent. stake in Spirit Energy, which was formed in 2017 by combining Centrica's E&P business with that of Bayerngas Norge, Centrica Storage Limited (**Centrica Storage**), and a 20 per cent. stake in Lake, which indirectly owns 100 per cent. of EDF ENGL, the owner of eight operational nuclear power stations in the UK with a total capacity of 8.9GW.

Spirit Energy's principal producing fields are Cygnus, South and North Morecambe, Rhyl and Chiswick. In May 2022, the Group divested Spirit Energy's entire Norwegian portfolio, excluding the Statfjord fields, to Sval Energi and the Statfjord fields to Equinor, as part of its decarbonisation strategy. Spirit Energy is re-focusing its remaining assets towards energy transition opportunities and decommissioning activities.

In October 2022, it was announced that Centrica Storage's Rough asset, which consists of two offshore installations and a terminal located in Easington, Yorkshire, was operating as a gas storage facility again, having been producing indigenous gas and associated liquids since 2018. From 3 August 2022 until 30 June 2024, the Rough facility has been and will continue to be exempt from the obligation to provide third-party access to the facility.

Furthermore, in August 2018, the Tolmount joint venture and infrastructure partners (Premier Oil, Dana Petroleum, and Humber Gathering System Limited) awarded Centrica Storage a contract to process gas from the Tolmount field in the Southern North Sea. The contract will keep Centrica Storage's gas terminal at Easington operational for the foreseeable future.

## TAXATION

### General

*The comments below are of a general nature and are not intended to be exhaustive. They assume that there will be no substitution of the Issuer and do not address the consequences of any such substitution (notwithstanding that such substitution may be permitted by the terms and conditions of the Notes). Any Noteholders who are in doubt as to their own tax position should consult their professional advisers.*

### UK Taxation

**The comments below are based on the Issuer's understanding of current UK law (as applied in England and Wales) and published HM Revenue and Customs practice (which may not be binding on HM Revenue and Customs) in each case as at the latest practicable date before the date of this Base Prospectus, and describe certain aspects of the UK tax treatment in respect of the Notes. Some comments do not apply to certain classes of persons (such as dealers and persons connected with the Issuer) to whom special rules may apply. The comments relate only to the position of persons who are absolute beneficial owners of the Notes. Prospective holders of Notes should be aware that the particular terms of issue of any Series of Notes as specified in the applicable Final Terms may affect the tax treatment of that and other Series of Notes. The UK tax treatment of prospective holders of Notes depends on their individual circumstances and may be subject to change in the future. Prospective holders of Notes who are in any doubt as to their tax position or who may be subject to tax in a jurisdiction other than the UK are strongly advised to consult their own professional advisers. References in this part to "interest" shall mean amounts that are treated as interest for the purposes of UK taxation.**

### **Interest on the Notes**

(1) Payments of interest on the Notes may be made without withholding or deduction for or on account of UK income tax as long as the Notes are and continue to be listed on a recognised stock exchange within the meaning of section 1005 of the Income Tax Act 2007, or are and continue to be admitted to trading on a multilateral trading facility operated by a regulated recognised stock exchange within the meaning of section 987 of the Income Tax Act 2007. The London Stock Exchange is such a recognised stock exchange. Securities will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning of and in accordance with the provisions of Part 6 of the Financial Services and Markets Act 2000) and admitted to trading on the Main Market of the London Stock Exchange. Provided, therefore, that the Notes are and remain so listed, interest may be paid on the Notes without withholding or deduction for or on account of UK income tax.

(2) In addition to the exemption referred to above, where the maturity of the Notes is less than 365 days and those Notes are not issued with the intention, or under a scheme or arrangement the effect of which is, that such Notes form part of a borrowing with a total term which can be more than 364 days, payments of interest on the Notes may be made without withholding or deduction for or on account of UK income tax.

(3) In other cases, an amount must generally be withheld from payments of interest on the Notes on account of UK income tax at the basic rate (currently 20 per cent) subject to the availability of other exemptions or reliefs under domestic law or to any direction to the contrary from HM Revenue and Customs in respect of such relief as may be available pursuant to the provisions of any applicable double taxation treaty.

(4) If Notes are issued at a discount to their principal amount (i.e., at an issue price of less than 100 per cent. of their principal amount), any repayments of principal (including the discount element) on any such Notes should not be subject to any UK withholding tax. If Notes are issued on terms that a premium is or may be payable on redemption, as opposed to being issued at a discount then, depending upon the circumstances, any such element of premium may constitute a payment of interest for UK tax purposes. In that event, payments thereof would be subject to the treatment outlined in paragraphs (1) to (3) above.

### FATCA Withholding

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("foreign passthru payments") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer believes that it is not a foreign financial institution for these purposes.

A number of jurisdictions (including the UK) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of the IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change.

Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, under proposed U.S. Treasury Regulations, such withholding would not apply prior to the date that is two years after the date on which final regulations defining “foreign passthru payments” are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal income tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining “foreign passthru payments” are filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding with respect to foreign passthru payments unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional notes of a Series (as described under “Terms and Conditions of the Notes-Further Issues”) that are not distinguishable from Notes of such Series issued prior to the expiration of the grandfathering period are issued after the expiration of the grandfather period and are subject to withholding under FATCA, then withholding agents may treat all notes of such Series, including grandfathered Notes of such Series issued prior to the expiration of the grandfathering period, as subject to withholding under FATCA.

Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event that any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

## SUBSCRIPTION AND SALE

The Dealers have, in a programme agreement, originally dated 30 May 2019, as supplemented and/or amended and/or restated from time to time and as most recently amended and restated on 3 July 2023 (the **Programme Agreement**), agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under “Terms and Conditions of the Notes” above. The Programme Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

### United States

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this selling restriction have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations promulgated thereunder. The applicable Final Terms will identify whether TEFRA C Rules or TEFRA D Rules apply or whether TEFRA is not applicable.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution, of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

### Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated in this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision the expression “retail investor” means a person who is (one or more) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of MiFID II;
- (b) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II or
- (c) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended); and

the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

### United Kingdom

#### *Prohibition of Sales to UK Retail Investors*

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the UK. For the purposes of this provision, the expression “retail investor” means a person who is one (or more) of the following:

- (a) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law in the UK by virtue of the EUWA;
- (b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law in the UK by virtue of the EUWA; or
- (c) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and

the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

#### *Other UK Regulatory Restrictions*

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the UK.

#### **Prohibition of sales to Belgian consumers**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a **Belgian Consumer**) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

#### **Belgian private placement selling restriction**

The offering of the Notes has not been and will not be notified to the Belgian Financial Services and Markets Authority (*Autoriteit voor Financiële Diensten en Markten/Autorité des Services et Marchés Financiers*) nor has this Base Prospectus been, nor will it be, approved by the Belgian Financial Services and Markets Authority.

The Notes may not be distributed in Belgium by way of an offer of the Notes to the public, as defined in Article 4, §2 of the Act of 11 July 2018 relating to Public Offers of Investment Instruments, as amended or replaced from time to time, save in those circumstances (commonly called **private placement**) set out in Article 1 §4 of Regulation (EU) 2017/1129. The Base Prospectus may be distributed in Belgium only to such investors for their personal use and exclusively for the purposes of this offering of Notes. Accordingly, the



Base Prospectus may not be used for any other purpose nor passed on to any other investor in Belgium. Accordingly, each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver the Notes (i) in Belgium otherwise than in conformity with the Act of 11 July 2018 and Regulation (EU) 2017/1129; and (ii) to any person qualifying as a consumer within the meaning of the Code of Business Law, as modified, otherwise than in conformity with the Code of Business Law and its implementing regulations.

## **Singapore**

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(c)(ii) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

## **General**

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the Issuer and the relevant Dealer shall agree and as such shall be set out in the applicable Subscription Agreement or Dealer shall agree and as shall be set out in the applicable Subscription Agreement or Dealer Accession Letter or such other document as the Issuer and the relevant Dealer shall agree.

## GENERAL INFORMATION

### Authorisation

The establishment and updates of the Programme and the issue of Notes have been duly authorised by resolutions of the Board of Directors of the Issuer dated 28 June 2001, 4 September 2002, 20 October 2005, 21 September 2006, 20 September 2007, 18 September 2008, 28 July 2009, 26 July 2010, 16 September 2011, 25 September 2012, 26 September 2013, 22 September 2014, 14 September 2015, 19 September 2016, 20 September, 2017, 20 September 2018, 14 May 2019 and 14 June 2023 and the resolutions of the committee of the Board of Directors of the Issuer passed on 19 September 2008, 28 August 2009, 29 September 2010, 23 September 2011, 25 September 2012 and 26 September 2013.

### Listing of Notes

The admission of Notes to the Official List will be expressed as a percentage of their nominal amount (excluding accrued interest). It is expected that each Tranche of Notes which is to be admitted to the Official List and to trading on the Main Market will be admitted separately as and when issued, subject only to the issue of one or more Global Notes initially representing the Notes of such Tranche. Application has been made to the FCA for Notes issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the Main Market. The listing of the Programme in respect of Notes is expected to be granted on or before 7 July 2023.

### Documents Available

For the period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection at the registered office of the Issuer and from the specified office of the Paying Agent for the time being in London:

- (a) the Articles of Association of the Issuer;
- (b) the consolidated audited financial statements of the Issuer in respect of the two financial years ended 31 December 2021 and 2022 together with the audit reports prepared in connection therewith;
- (c) the most recently published audited annual financial statements of the Issuer and the most recently published unaudited interim financial statements (if any) of the Issuer, in each case together with any audit or review reports prepared in connection therewith;
- (d) the Agency Agreement, the Trust Deed and the forms of the Global Notes, the Notes in definitive form, the Coupons and the Talons;
- (e) a copy of this Base Prospectus; and
- (f) any future series prospectuses, supplements and Final Terms to this Base Prospectus and any other documents incorporated herein or therein by reference.

### Clearing Systems

The Notes are expected to be accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

### Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

### Yield

In relation to any Tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Notes on the basis

of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.

### **Legal Entity Identifier**

The Issuer's Legal Entity Identifier is E26EDV109X6EEPBKVH76.

### **Significant or Material Change**

There has been no significant change in the financial performance or financial position of the Issuer and its Subsidiaries taken as a whole since 31 December 2022. There has been no material adverse change in the prospects of the Issuer and its Subsidiaries taken as a whole since 31 December 2022.

### **Litigation**

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), nor have there been such proceedings in the 12 months preceding the date of this document, which may have or have in such period had a significant effect on the financial position or profitability of the Issuer and/or the Group.

### **Auditors**

Deloitte LLP, with its registered office at 2 New Street Square, London EC4A 3BZ and registered to perform audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales have audited, and rendered unqualified audit reports on, the annual consolidated published accounts of the Issuer and its subsidiaries in accordance with IFRS and the annual non-consolidated published accounts of the Issuer in accordance with generally accepted auditing standards in the UK for each of the financial years ended on 31 December 2021 and 31 December 2022. The auditors of the Issuer have no material interest in the Issuer.

### **Transactions with the Dealers**

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business and/or for companies involved directly or indirectly in the sector in which the Issuer and/or its affiliates operate, and for which such Dealers have received or may receive customary fees, commissions, reimbursement of expenses and indemnification. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. They have received, or may in the future receive, customary fees and commissions for these transactions. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. The Dealers and/or their affiliates may receive allocations of the Notes (subject to customary closing conditions), which could affect future trading of the Notes. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

**REGISTERED OFFICE OF THE ISSUER**

**Centrica plc**  
Millstream  
Maidenhead Road  
Windsor  
Berkshire SL4 5GD

**TRUSTEE**

**The Law Debenture Trust Corporation p.l.c.**  
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100 Bishopsgate  
London EC2N 4AG

**PRINCIPAL PAYING AGENT, REGISTRAR AND TRANSFER AGENT**

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Citigroup Centre  
Canada Square  
Canary Wharf  
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*To the Issuer*

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*To the Dealers and the Trustee*

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**AUDITORS**

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2 New Street Square  
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**ARRANGER**

**Barclays Bank PLC**  
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London E14 5HP

**DEALERS**

**Barclays Bank PLC**  
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London E14 5HP

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**Citigroup Global Markets Limited**  
Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB

United Kingdom

**Goldman Sachs International**

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**J.P. Morgan Securities plc**

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Canary Wharf  
London E14 5JP  
United Kingdom

**Merrill Lynch International**

2 King Edward Street  
London EC1A 1HQ

**MUFG Securities EMEA plc**

Ropemaker Place  
25 Ropemaker Street  
London EC2Y 9AJ

**NatWest Markets Plc**

250 Bishopsgate  
London EC2M 4AA

**RBC Europe Limited**

100 Bishopsgate  
London EC2N 4AA

**Société Générale**

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