

Final Terms dated 22 March 2010

**CENTRICA PLC**  
**Issue of GBP 50,000,000 Municipal Index Linked and Fixed Rate Notes due 4 September 2026**  
**(the "Notes")**  
**(to be consolidated and form a single series with the GBP 150,000,000 Municipal Index Linked and Fixed**  
**Rate Notes due 4 September 2026 issued on 4 September 2006, the "Existing Notes")**  
**under the U.S.\$8,000,000,000**  
**Euro Medium Term Note Programme**

**PART A-CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth in the Base Prospectus dated 8th November, 2005 and incorporated in the Base Prospectus dated 28<sup>th</sup> August 2009 and the supplement to the Base Prospectus dated 4<sup>th</sup> March 2010 which together constitute a base prospectus (together the "Base Prospectus") for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the Prospectus Directive). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus as supplemented. 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 as supplemented. The Base Prospectus and the supplement to the Base Prospectus are available for viewing at and copies may be obtained from the registered office of the Issuer at Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD and from HSBC Bank plc at 8 Canada Square, London E14 5HQ.

The Notes will, upon the exchange of the temporary global note (the "Temporary Global Note") for the permanent global note (the "Permanent Global Note"), be consolidated and form a single Series with the Existing Notes.

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| 1.  | Issuer:  | Centrica plc  |
| 2.  | (i) Series Number:                                     | 5   |
|     | (ii) Tranche Number:                                   | 2   |
|     |  | The Notes will, on or after 4 May 2010 and upon the exchange of the Temporary Global Note for the Permanent Global Note, be consolidated and form a single Series with the Existing Notes (the "Exchange Date") |
| 3.  | Specified Currency or Currencies:                      | Pounds Sterling ("GBP")   |
| 4.  | Aggregate Nominal Amount:                              |   |
|     | (i) Series:  | GBP 200,000,000   |
|     | (ii) Tranche:  | GBP 50,000,000  |
| 5.  | Issue Price:   | 106.795 per cent. of the Aggregate Nominal Amount plus accrued interest in respect of the period from and including 4 March 2010 to, but excluding, the Issue Date  |
| 6.  | Specified Denomination(s):                             | GBP 50,000  |
| 7.  | (i) Issue Date:  | 24 March 2010   |
|     | (ii) Interest Commencement Date:                       | 4 March 2010  |
| 8.  | Maturity Date:   | 4 September 2026  |
| 9.  | Interest Basis:  | Index Linked -the Notes pay Coupon Amounts as provided in Schedule 1 hereto and Fixed Rate Notes (further particulars specified below)  |
| 10. | Redemption/Payment Basis:                              | Redemption at par   |
| 11. | Change of Interest Basis or Redemption/ Payment Basis: | Interest Basis automatically converts from Index Linked to Fixed Rate   |

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|-----|--|-----------------|
| 12. | Put/Call Options:  | Investor Put    |
| 13. | (i) Status of the Notes:                                 | Senior          |
|     | (ii) Date Board approval for issuance of Notes obtained: | 20 October 2005 |
| 14. | Method of distribution:                                  | Non-syndicated  |

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

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| 15. | Fixed Rate Note Provisions   | Applicable  |
|     |  | For the period from and including 4 September 2008 to, but excluding, the Maturity Date the Notes are Fixed Rate Notes  |
|     | (i) Rate(s) of Interest:   | 6.40 per cent. per annum.   |
|     | (ii) Interest Payment Date(s):   | 4 March and 4 September in each year from and including 4 March 2009 up to and including the Maturity Date  |
|     | (iii) Fixed Coupon Amount(s):  | Not Applicable  |
|     | (iv) Broken Amount(s):   | Not Applicable  |
|     | (v) Day Count Fraction:  | Actual/Actual (ICMA)  |
|     | (vi) Determination Date(s):  | 4 March and 4 September in each year  |
|     | (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: | None  |
| 16. | Floating Rate Note Provisions  | Not Applicable  |
| 17. | Zero Coupon Note Provisions  | Not Applicable  |
| 18. | Index Linked Interest Note Provisions  | Applicable – For the period from and including the Interest Commencement Date to, but excluding 4 September 2008 the Notes are Index Linked Interest Notes as provided in Schedule 1 hereto |
| 19. | Dual Currency Note Provisions  | Not Applicable  |

**PROVISIONS RELATING TO REDEMPTION**

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|-----|---|--|
| 20. | Issuer Call:  | Not Applicable   |
| 21. | Investor Put:   | Applicable   |
|     | (i) Optional Redemption Date(s):  | See Schedule 2 attached hereto                           |
|     | (ii) Optional Redemption Amount of each Note and method, if any, of calculation of such amount: | See Schedule 2 attached hereto                           |
|     | (iii) Notice period (if other than as set out in the Conditions):                               | See Schedule 2 attached hereto                           |
| 22. | Final Redemption Amount of each Note:   | GBP 50,000 per Note of GBP 50,000 Specified Denomination |

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|-----|---|------------------------|
| 23. | Early Redemption Amount of each Note payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 7(e)): | Condition 7(e) applies |
|-----|---|------------------------|

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

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

#### DISTRIBUTION

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|-----|--|---------------------------------|
| 30. | (i) If syndicated, names of Managers:                                      | Not Applicable                  |
|     | (ii) Stabilising Manager (if any):   | Not Applicable                  |
| 31. | If non-syndicated, name of relevant Dealer:                                | Deutsche Bank AG, London Branch |
| 32. | Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: | TEFRA D                         |
| 33. | Additional selling restrictions:   | Not Applicable                  |

#### LISTING

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| 34. | (i) Listing:  | Application has been made for the Notes to be admitted to the Official List of the UK Listing Authority  |
|     | (ii) Admission to trading:  | Application has been made for the Notes to be admitted to trading on the London Stock Exchange's Gilt Edged and Fixed Interest Market with effect from 24 March 2010. On exchange of the Temporary Global Note for the Permanent Global Note, the Notes will be consolidated with and form a single Series with the Existing Notes. The Existing Notes have already been admitted to trading on the regulated market of the London Stock Exchange. |
|     | (iii) Estimate of total expenses related to admission to trading: | Nil  |

#### LISTING AND ADMISSION TO TRADING APPLICATION

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to U.S.\$8,000,000,000 Euro Medium Term Note Programme of Centrica plc.

#### RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Final Terms.

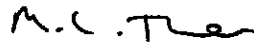
Signed on behalf of the Issuer:

By:



Duly authorised

By:



Duly authorised

**PART B  
OTHER INFORMATION**

**1. RATINGS**

Ratings: Not Applicable

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

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

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

(i)	Reasons for the offer	General corporate purposes
(ii)	Estimated net proceeds:	£53,421,413
(iii)	Estimated total expenses:	Nil

**4. YIELD (Fixed Rate Notes only)**

Indication of yield: Not Applicable

**5. PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING**

One component of the Coupon Amount is the Coupon BMA Rate, which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by The Bond Market Association®. The index criteria and historical performance is available on Bloomberg Screen Page "MUNIPSA Index <GO>".

**6. OPERATIONAL INFORMATION**

(i)	Temporary ISIN Code:	XS0496143065
	Permanent ISIN Code:	XS0265184589
(ii)	Temporary Common Code:	049614306
	Permanent Common Code:	026518458
(iii)	Any clearing system(s) other than Euroclear Bank SA/NV. and Clearstream Banking, société anonyme and the relevant identification number( s):	Not Applicable
(iv)	Delivery:	Delivery against payment
(v)	Names and addresses of additional Paying Agent(s) (if any):	Not Applicable

## Schedule 1

### DEFINITIONS

For the purposes of the Notes:

"Average Coupon BMA Rate" means, in respect of a Coupon Amount Accrual Period, the quotient of (a) the sum of the Relevant Coupon BMA Rates in respect of each day falling during such Coupon Amount Accrual Period (as numerator) (b) the number of days in such Coupon Amount Accrual Period (as denominator).

"Average Coupon LIBOR Rate" means, in respect of a Coupon Amount Accrual Period, the quotient of (a) the sum of the Relevant Coupon LIBOR Rates in respect of each day falling during such Coupon Amount Accrual Period (as numerator) (b) the number of days in such Coupon Amount Accrual Period (as denominator).

"Calculation Agent" means Deutsche Bank AG, London Branch, which term shall include any successor calculation agent.

"Coupon Amount" means, per Specified Denomination, in respect of a Coupon Amount Accrual Period, an amount in GBP calculated by the Calculation Agent in its sole and absolute discretion equal to the product of (i) GBP 50,000, (ii) the Coupon Amount Determination Rate and (iii) the Coupon Amount Fraction, in each case in respect of such Coupon Amount Accrual Period.

"Coupon Amount Accrual Period" means the period from (and including) the Issue Date (the "Coupon Amount Commencement Date") to (but excluding) the first occurring Coupon Amount Payment Date and each period from (and including) a Coupon Amount Payment Date to (but excluding) the next occurring Coupon Amount Payment Date.

"Coupon Amount Determination Rate" means, in respect of a Coupon Amount Accrual Period, a percentage (which may never be less than 4.465 or more than 6.845) calculated by the Calculation Agent in its sole and absolute discretion equal to (A) 4.465 per cent. plus (B) the product of (a) 5 and (b) (i) the Average Coupon BMA Rate minus (ii) the Average Coupon LIBOR Rate multiplied by 65 per cent, in each case in respect of such Coupon Amount Accrual Period.

"Coupon Amount Fraction" means Actual/Actual -the actual number of days in the Coupon Amount Accrual Period divided by 365 (or, if any portion of that Coupon Amount Accrual Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Coupon Amount Accrual Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Coupon Amount Accrual Period falling in a non-leap year divided by 365).

"Coupon Amount Payment Date" means 4 March and 4 September in each year from (and including) 4 March, 2007 to (and including) 4 September 2008.

"Coupon BMA Rate" means, in respect of a Coupon BMA Rate Determination Date, the level of the index (the "BMA Index") which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by The Bond Market Association@ and issued on Bloomberg Screen Page "MUNIPSA Index <GO>" (or such other page as may replace that page on that service or such other service as may replace that service for the purposes of displaying the BMA Index level) on each Wednesday, or if any such Wednesday is not a U.S. Government Securities Business Day, the next succeeding U.S. Government Securities Business Day. If the BMA Index is no longer published, the Coupon BMA Rate for the relevant Coupon BMA Rate Determination Date will be

the level of the "S&P Weekly High Grade Index" (the "**S&P Index**") (formerly the J.J. Kenny Index) Maintained by Standard & Poor's Securities Evaluations Inc. for a period of three months as published on the day which is one U.S. Government Securities Business Day immediately preceding such Coupon BMA Rate Determination Date. If the S&P Index is no longer available, the Coupon BMA Rate for the relevant Coupon BMA Rate Determination Date will be determined by the Calculation Agent ("**Calculation Agent Determination**") acting reasonably and taking account of (i) any agreement between market participants or (ii) any successor index adopted by market participants which uses, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the BMA Index.

**"Coupon BMA Rate Determination Date"** means:

(a) where the Coupon BMA Rate is calculated by reference to the BMA Index, the day which follows the issue of the BMA Index, or if any such day is not a U.S. Government Securities Business Day, the immediately succeeding U.S. Government Securities Business Day; and

(b) where the Coupon BMA Rate is calculated by reference to the S&P Index or Calculation Agent Determination, each Thursday, or if any such day is not a U.S. Government Securities Business Day, the immediately succeeding U.S. Government Securities Business Day.

**"Coupon LIBOR Rate"** means,

(a) in respect of a Coupon LIBOR Rate Determination Date that is a London Banking Day, the rate for deposits in U.S. dollars for a period of one month which appears on the Telerate Page 3750 (or such other page as may replace that page on that service or such other service as may replace that service for the purposes of displaying such rate) as of 11.00 a.m., London time, on the relevant Coupon LIBOR Rate Determination Date. If such rate does not appear on the Telerate Page 3750 (or such other page as aforesaid) on such day, the Coupon LIBOR Rate for such Coupon LIBOR Rate Determination Date shall be determined on the basis of the rates at which deposits in U.S. dollars are offered by four major banks in the London interbank market selected by the Calculation Agent in its sole and absolute discretion (the "Reference Banks") at approximately 11.00 a.m., London time, on the relevant Coupon LIBOR Rate Determination Date to prime banks in the London interbank market for a period of one month commencing on the Coupon LIBOR Rate Determination Date and in an amount (a "Representative Amount") that is representative of a single transaction in that market at the relevant time. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two quotations are provided as requested, the Coupon LIBOR Rate for such Coupon LIBOR Rate Determination Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the Coupon LIBOR Rate for such Coupon LIBOR Rate Determination Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the Calculation Agent, at approximately 11.00 a.m., New York City time, on the Coupon LIBOR Rate Determination Date for loans in U.S. dollars to leading European banks for a period of one month commencing on the Coupon LIBOR Rate Determination Date and in a Representative Amount; and

(b) in respect of a Coupon LIBOR Rate Determination Date that is not a London Banking Day, the Coupon LIBOR Rate for such day shall be the Coupon LIBOR Rate in respect of the next succeeding London Banking Day.

**"Coupon LIBOR Rate Determination Date"** means, in respect of a Coupon Amount Accrual Period, each Wednesday falling in such Coupon Amount Accrual Period.

**"London Banking Day"** means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London.

**"Relevant Coupon BMA Rate"** means, in respect of a day:

(a) where such day is a Coupon BMA Rate Determination Date, the Coupon BMA Rate in respect of such Coupon BMA Rate Determination Date; and

(b) where such day is not a Coupon BMA Rate Determination Date, the Coupon BMA Rate in respect of the immediately preceding Coupon BMA Rate Determination Date.

"Relevant Coupon LIBOR Rate" means, in respect of a day:

(a) where such day is a Coupon LIBOR Rate Determination Date, the Coupon LIBOR Rate in respect of such Coupon LIBOR Rate Determination Date; and

(b) where such day is not a Coupon LIBOR Rate Determination Date, the Coupon LIBOR Rate in respect of the immediately preceding Coupon LIBOR Rate Determination Date.

"U.S. Government Securities Business Day" means any day except for a Saturday, Sunday or a day on which The Bond Market Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

## 2. COUPON AMOUNT

### (A) Coupon Amount

Each nominal amount of Notes equal to the Specified Denomination pays the Coupon Amount in respect of each Coupon Amount Accrual Period on the relevant Coupon Amount Payment Date. Each Coupon Amount payable under the Notes represents an amount payable by the Issuer as consideration for the use of the Issue Price by the Issuer.

### (B) Accrual of Coupon Amounts

(i) In the event that the Notes are redeemed pursuant to Condition 7(d) or 7(e) or Condition 10, no Coupon Amount will be payable in respect of the Notes on or after the Coupon Amount Payment Date immediately preceding the date fixed for such redemption or if the date fixed for such redemption is a Coupon Amount Payment Date, such Coupon Amount Payment Date, Provided That if the date fixed for such redemption falls prior to the first Coupon Amount Payment Date, no Coupon Amount shall be payable in respect of the Notes.

(ii) In the event that on the due date for redemption of any Note upon due presentation or surrender thereof, payment in full of the sums due on redemption are improperly withheld or refused, such Note will accrue additional Coupon Amount (as well after as before judgment) calculated as provided in the definition of "Coupon Amount" on the basis of an additional Coupon Amount Accrual Period in respect of such Note commencing on the due date for redemption of such Note and ending on whichever is the earlier of (a) the day on which all sums due in respect of such Note have been paid and (b) the day which is seven days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Principal Paying Agent and notice to that effect has been given to the Holders in accordance with Condition 14, using the Coupon Amount Determination Rate for the previous Coupon Amount Accrual Period.

### (C) Coupon Amounts shall be paid as provided in Condition 6 (Payments).

(D) References to "interest" or "Interest" in the Conditions shall be deleted and replaced by "Coupon Amount".



## SCHEDULE 2

If, at any time prior to 4 September 2026, a Change of Control Event occurs and within the Change of Control Period either (i) (if at the time that Change of Control Event occurs there are Rated Securities) a Rating Downgrade occurs or (ii) (if at such time there are no Rated Securities), a Negative Rating Event occurs, the holder of each Note will have the option in respect of his Note to require the Issuer to redeem that Note on the Optional Redemption Date (as defined below) at its Optional Redemption Amount together with interest (if any) accrued to (but excluding) the Optional Redemption Date.

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

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

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

"Change of Control Period" means:

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

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

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

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

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

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

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