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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

4636301

Name of company

* Sembcorp Utilities (UK) Limited (the **Chargor**)

Date of creation of the charge

12 December 2005

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

Supplemental Security Agreement between the Chargor and the Security Trustee (as defined below) (the **Deed**)

Amount secured by the mortgage or charge

The Bank Liabilities and the Fund Liabilities, being all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Transaction Party under each Transaction Document to which the Chargor is a party, except for any obligation which, if it were so included, would result in the Deed contravening any applicable law (including, Section 151 of the Companies Act 1985) (the **Secured Liabilities**).

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

Calyon of Broadwalk House, 5 Appold Street, London as security trustee for the Finance Parties (the **Security Trustee**).

Postcode EC2A 2DA

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

Allen & Overy LLP
One New Change
London EC4M 9QQ
Supplemental Agmt Ref: PY:1002434

REF: RHB/MMAT/34778-00350/PY:107689

Time critical reference

For official Use (02/00)
Mortgage Section



LD3
COMPANIES HOUSE

422
23/12/2005

Short particulars of all the property mortgaged or charged

1. FIXED SECURITY

- (a) The Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Security Trustee by way of first legal mortgage all estates and interests in the real property specified in Schedule 1.
- (b) The Chargor confirms the first fixed charge created in [clause 2.2 of] the Original Security Agreement over all of the Chargor's estates or interests in any freehold or leasehold property now owned by it or acquired by it after the date of the Deed.
- (c) A reference in paragraphs (a) and (b) above to the mortgage or charge of property includes:
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property owned by the Chargor; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

PLEASE SEE ATTACHED CONTINUATION SHEETS

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Allen & Overy LLP

Date 23/12/2005

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SEMPCORP UTILITIES (UK) LIMITED (CO. NUMBER: 4636301)

FORM 395 CONTINUATION SHEET

SUPPLEMENTAL SECURITY AGREEMENT DATED 12 DECEMBER 2005

In this Form 395:

Additional Guarantor means a member of the Group which becomes a Guarantor after the date of the Credit Agreement;

Administrative Party means the Arranger or the Facility Agent;

Arranger means Calyon as mandated lead arranger (in this capacity, acting through its London branch);

Bank means a Finance Party from time to time;

Bank Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Banks under the Bank Finance Documents to which each Obligor is party;

Credit Agreement means the £116,000,000 credit agreement dated 17 February 2005 between, inter alia, the Chargor, Wilton Energy Limited and the Security Trustee, as amended and supplemented from time to time;

Facility Agent means Calyon as facility agent (in this capacity, acting through its Paris office);

Finance Document means a Finance Document as defined in the Credit Agreement;

Finance Party means a Lender, the Issuing Bank, a Hedging Bank or an Administrative Party;

Fund means The New Opportunities Fund operating as The Big Lottery Fund, a body corporate established under the National Lottery Etc. Act 1993 of 1 Plough Place, London EC4A 1DE including its successors in title and assigns;

Fund Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Fund under the Grant Agreement;

Grant Agreement means a grant agreement dated 28 January 2005 between the Fund and the Chargor as amended or supplemented from time to time and including any side letters or supplementary agreements in relation to it;

Group means the Chargor and its Subsidiaries, excluding any subsidiary of the charger that acts solely as the corporate trustee of the Chargor's pension scheme;

Guarantor means the Original Guarantor or an Additional Guarantor;

Hedging Bank means, at any time, any Lender that is party to the Intercreditor Deed as a Hedging Bank;

Intercreditor Deed means an intercreditor deed dated on or about the date of the Credit Agreement between, amongst others, the Chargor, the Sponsor and the Facility Agent;

Issuing Bank means Calyon as issuing bank (in this capacity, acting through its London branch);

Lender means:

- (a) an Original Lender; or
- (b) any person which becomes a Lender after the date of the Credit Agreement;

Obligor means the Chargor or a Guarantor;

Original Guarantor means Wilton Energy Limited (registered number 04557531);

Original Lender means Calyon;

Original Security Agreement means the security agreement dated 24 February 2005 between the Chargor and the Security Trustee;

Sponsor means SembCorp Utilities Pte Ltd (registered number 197300648H), a limited liability company incorporated under the law of Singapore whose registered office is at 60 Admiralty Road West, #02-01, Singapore, 759947;

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise;

Transaction Document means a Bank Finance Document or the Grant Agreement;

Transaction Party means the Security Trustee, the Fund or a Finance Party; and

Words in this Form 395 denoting the singular include the plural and vice versa.

SCHEDULE 1

REAL PROPERTY

Freehold land transferred to the Chargor by a transfer dated 17 November 2005 between ICI Chemicals & Polymers Limited (1) and the Chargor (2) (part of which being registered as part of title number CE13753 and part being unregistered as conveyed by a conveyance dated 1 January 1988 made between Imperial Chemical Industries Plc (1) and ICI Chemicals & Polymers Limited (2) and bearing reference ACP717).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04636301

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY AGREEMENT DATED THE 12th DECEMBER 2005 AND CREATED BY SEMBCORP UTILITIES (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY TRANSACTION PARTY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JANUARY 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P. Dan.