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CHFP025

Please do not
write in
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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[9][1][1][1]

4636301

Name of company

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

Date of creation of the charge

3 September 2007

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

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 Finance Party under each Finance 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 9 Quai du Président, Paul Doumer 92920 Paris La Défense Cedex,
France with a copy to Calyon at 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
40 Bank Street
London E14 5DU

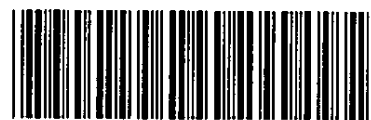
Time critical reference
Ryan Nelson

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



LD2

L080IT59

21/09/2007

223

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

PLEASE SEE ATTACHED CONTINUATION SHEET

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)

Signed

Allen + Overy LLP

Date 19 September 2007

On behalf of ~~XXXXXX XXXXXX~~ (chargee) †

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 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 3 SEPTEMBER 2007

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Deed
 - (i) is created in favour of the Security Trustee,
 - (ii) is created over present and future interests of the Chargor in its Security Assets,
 - (iii) is security for the payment of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of the Chargor under a document which is purported to be assigned by way of security or charged under the Deed cannot be so assigned or secured without the consent of a party to that document
 - (i) the Chargor must notify the Security Trustee promptly,
 - (ii) the Security will secure all amounts which the Chargor may receive, or has received, under that document but, to the extent that document cannot be secured, will exclude the document itself, and
 - (iii) unless the Security Trustee otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being assigned by way of security or (if assignment is not possible) secured under the Deed
- (c) The Security Trustee holds the benefit of the Deed on trust for the Finance Parties

1.2 Land

- (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

2. RESTRICTIONS ON DEALINGS

The Chargor may not

- (a) sell, transfer, licence, lease or otherwise dispose of any Security Asset, or
- (b) grant easements unless such easement is made in the ordinary course of business at arms' length and on open market terms, which the Chargor certifies to the Security Trustee do not individually or when taken together with any other easements, leases and tenancies granted in respect of the Mortgaged Property materially and adversely affect the Mortgaged Property,

except as expressly allowed under the Credit Agreement

3. FURTHER ASSURANCES

The Chargor must, at its own expense, take whatever action in respect of its assets secured under the Deed that the Security Trustee or a Receiver may require for

- (a) creating, perfecting or protecting any security intended to be created by the Deed, or
- (b) facilitating the realisation of any Security Asset (upon enforcement in accordance with the terms of the Deed), or the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any transfer, conveyance, assignment or assurance of any Security Asset, whether to the Security Trustee or to its nominee, or
 - (ii) the giving of any notice, order or direction and the making of any registration,
- which, in any such case, the Security Trustee (acting reasonably) may think expedient

In this Form 395:

Administrative Party means the Arranger or the Facility Agent,

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

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

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,

Mortgaged Property means all freehold or leasehold property included in the definition of Security Assets and includes the leasehold premises demised by a lease dated 3 September 2007 between Hertel (UK) Limited and the Chargor referred to in Schedule 1 of the Deed

Original Lender means Calyon,

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

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Original Security Agreement,

Security Assets means all assets of the Chargor or Wilton Energy Limited the subject of any security created by the Original Security Agreement

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, and

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

SCHEDULE 1

REAL PROPERTY

Leasehold premises demised by a lease dated 3 September 2007 between Hertel (UK) Limited and the Chargor (2)

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 3rd SEPTEMBER 2007 AND CREATED BY SEMBCORP UTILITIES (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FINANCE 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 21st SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th SEPTEMBER 2007

P. A.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES