

## Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge

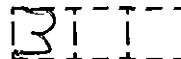


Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4648654

Name of company

\* PILLAR FARNBOROUGH LIMITED whose registered office is at Lansdowne House, 57 Berkeley Square, London, W1J 6HQ ("Pillar")

Date of creation of the charge

4th November 2004

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

Supplemental Agreement dated 4th November 2004 between Pillar (1) and Electricity Supply Nominees Limited (2) relating to a deed of charge dated 12th July 2004 made by Pillar in favour of Electricity Supply Nominees Limited (the "Supplemental Agreement")

Amount secured by the mortgage or charge

Please see Schedule 1 for Definitions and Interpretations.

Please see Schedule 2 for amount secured by the mortgage or charge.

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

ELECTRICITY SUPPLY NOMINEES LIMITED (company number 689632) whose registered office is at 185 Park Street, London ("ESN")

Postcode SE1 9DY

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

Eversheds LLP (Balanip)  
Senator House  
85 Queen Victoria Street  
London  
EC4V 4JL

DX 83

Doc. No.: 1494948

Time critical reference

For official Use  
Mortgage Section

Post room



LD3  
COMPANIES HOUSE

0097  
24/11/04

Short particulars of all the property mortgaged or charged

Please see Schedule 3 for short particulars of all the property mortgaged or charged.

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

*Evered LLP*

Date

*24th November 2004*

On behalf of [XXXXXX] [mortgagee/chargee]†

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

## SCHEDULE 1

### Definitions and Interpretations:

the "**Deed of Charge**" means the deed of charge dated 12 July 2004 made by Pillar (1) in favour of ESN (2) as amended pursuant to the Supplemental Agreement.

"**Interest Rate**" means the rate which is three per cent. per annum above HSBC Bank's published base rate from time to time.

the "**Option Agreement**" means the option agreement dated [ ] November 2004 between the same parties as are party to the Purchase Agreement.

the "**Pillar Purchase Agreement**" means the agreement between the parties to the Purchase Agreement for the acquisition by Pillar from ESN of the limited partnership interest in Farnborough Limited Partnership and the shares in the capital of Farnborough GP Limited previously purchased by ESN pursuant to the Purchase Agreement, such agreement to come into force immediately upon the exercise of the options granted pursuant to the Option Agreement;

the "**Purchase Agreement**" means the agreement dated [ ] July 2004 between Pillar (1) ESN (2) Farnborough GP Limited (3) and Pillar Property PLC (4) for the acquisition by ESN from Pillar of a limited partnership interest in Farnborough Limited Partnership and the shares in the capital of Farnborough GP Limited, as amended, restated or supplemented from time to time.

## SCHEDULE 2

### Amount Secured by the Mortgage of Charge:

1. Pillar will make payment under the Deed of Charge of the Secured Amounts as and when such amounts become due and payable and within two business days of demand being made by ESN in writing.
2. Pillar will pay interest on any of the Secured Amounts which are due or owing at the Interest Rate after a demand has been made upon it for payment and both before and after a court judgement has been obtained. The interest will be calculated and compounded (so that interest will be charged on interest which has become due) at the end of each calendar month.
3. **"Secured Amounts"** means:
  - 3.1 any and all loss, costs, claims, liabilities, demands and expenses incurred or suffered by ESN as a result of a breach by Pillar of its obligations under the Option Agreement and/or the Pillar Purchase Agreement;
  - 3.2 any and all loss and damage sustained by ESN in consequence of the operation of a disclaimer of the Option Agreement and/or the Pillar Purchase Agreement by a liquidator of Pillar under section 178 of the Insolvency Act 1986 and in respect of which ESN are or would be entitled to prove pursuant to section 178(6) of the Insolvency Act 1986;
  - 3.3 any and all loss, damage, costs, claims, liabilities, demands and expenses sustained by ESN in consequence of the breach of the Option Agreement and/or the Pillar Purchase Agreement by any liquidator or administrator of Pillar or any administrative receiver appointed by Pillar;
  - 3.4 interest at the Interest Rate on any such moneys or liabilities as may be due and/or owing to ESN under the Deed of Charge;
  - 3.5 all sums payable by Pillar to ESN under the Deed of Charge or recoverable by ESN under the security created by the Deed of Charge (including all legal and other costs charges and expenses).

### SCHEDULE 3

#### Short Particulars of all the property mortgaged or charged:

4. Pillar with full title guarantee and as a continuing security to secure payment to ESN of the Secured Amounts charges to ESN by way of first fixed charge its right to receive all sums due to Pillar from time to time under the Purchase Agreement (the "**Charged Assets**")

#### Restrictions:

5. Unless ESN's written consent has been obtained beforehand Pillar will not:
  - 5.1 sell, assign, transfer or otherwise dispose of, or deal in any other way whatsoever with, any or all of the Charged Assets; or
  - 5.2 allow any other person to become entitled to the Charged Assets or any rights associated therewith; or
  - 5.3 mortgage, charge or give any security of any kind over any or all of the Charged Assets nor allow any such mortgage, charge or security to exist; or
  - 5.4 give to any person any option or other right in relation to any or all of the Charged Assets.
6. Pillar agrees that it shall not be entitled to be paid any amount under the Purchase Agreement whilst any of the Secured Amounts are outstanding and undischarged, unless ESN has given its prior written consent.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04648654

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL AGREEMENT DATED THE 4th NOVEMBER 2004 AND CREATED BY PILLAR FARNBOROUGH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ELECTRICITY SUPPLY NOMINEES LIMITED 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 24th NOVEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th NOVEMBER 2004.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

*Power  
D x*