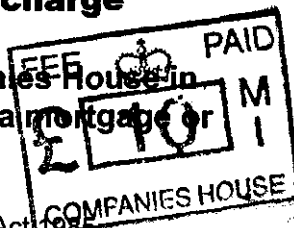


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CHFP131

COMPANIES FORM No. 395
Particulars of a mortgage or charge

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



395

Pursuant to section 395 of the Companies Act 1985

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

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

For official use Company number

		11
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3278093

*insert full name of Company

Name of company

EDEN PROJECT LIMITED

Date of creation of the charge

2 August 2002

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

DEBENTURE ("the Debenture")

Amount secured by the mortgage or charge

The aggregate at any time of all monies and liabilities, actual or contingent, outstanding or otherwise due, owing or incurred from the Recipient to the Commission under the Principal Agreement or by the Company under the Debenture;

Note: for definitions see post.

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

THE MILLENNIUM COMMISSION of Portland House, Stag Place, London
(the "Commission")

Postcode SW1E 5EZ

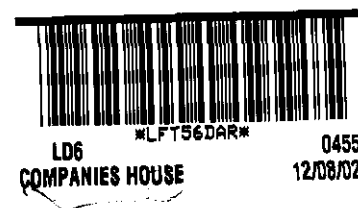
Presentor's name address and reference (if any):

Berwin Leighton Paisner
Adelaide House
London Bridge
London, EC4R 9HA
~~DX 92 London~~
Tel: 020 7760 4148
QEGI/M1021/93
Doc. No. 2102514

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. By way of legal mortgage
 - 1.1 that part of the Mortgaged Property described in the Schedule
 - 1.2 any other freehold or leasehold property now vested in the Company together with all buildings, trades and other fixtures, fixed plant and machinery of the Company from time to time thereon;
- 2 By way of fixed equitable charge:
 - 2.1 all other freehold leasehold and other immovable property now or in the future belonging to the Company together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time thereon.
 - 2.2 the Causes of Action;
 - 2.3 the Construction Materials;

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)

Not applicable.

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.
(see Note 5)

Signed *Berni Lightbourne* Date *8/8/02*

On behalf of mortgagee/chargee†

†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 Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:

Companies House, Crown Way, Cardiff CF14 3UZ.

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Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No. 1
to Form No 395 and 410 (Scot)

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

Company Number

3278093

* delete if
inappropriate

Name of Company

EDEN PROJECT

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

Please do not write
in this binding
margin

Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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

- 2.4 the Building Contract and the Professional Contracts;
- 2.5 the Book Debts;
- 2.6 the benefit of the copyright and rights in the nature of copyright vested in the Company from time to time in any plans, specifications and negatives prepared for or in connection with the Project and the refurbishment, maintenance, servicing, repair, renewal or other works to the Mortgaged Property or any plant, machinery or equipment on it and the implied licence of the Company in any such plans, specifications and negatives the copyright of which is not vested in the Company;
- 2.7 the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery, equipment, fixtures and fittings now or in future on the Mortgaged Property and any other person under contract with or under a duty to the Company in respect of them;
- 2.8 all manuals, operating instructions and service records relating to plant, machinery or equipment on the Mortgaged Property;
- 2.9 the benefit of each and all insurance policies in force from time to time in relation to the Mortgaged Property and all monies payable thereunder including (without limitation) any monies payable in respect or as a result of any defect in or encumbrance on the title to or the loss of any estate right title or interest whatsoever in the Mortgaged Property and all rights of enforcement of the same;
- 2.10 the Investments;
- 2.11 the Company's Intellectual Property; and
- 2.12 the Agreement concerning Rights of Access for Members.
- 3 By way of floating charge all the assets, property and undertaking of the Company both present and future, including all its goodwill and uncalled capital for the time being.

THE SCHEDULE

1. ALL THAT land at Pentewan and Bodelva in the County of Cornwall demised by:-
 - 1.1. a lease dated 10 April 2000 and made between (1) Eden Property (Cornwall) Co Limited and (2) the Company as the same is registered at H.M. Land Registry under title number CL159611 and CL163237;
 - 1.2. a lease dated 10 April 2000 and made between (1) R.B. Leasing (Eden) Limited and (2) the Company as the same is registered at H.M. Land Registry under title number CL159616 and CL164477; and
2. all that freehold land being the Barn, Vounder Farm, Tregrehan, St Austell as the same is registered at H.M. Land Registry under Title Number CL34224.

NOTES:

Note 1: the debenture contains the following definitions:-

*Agreement concerning
Rights of Access for Members*

the agreement concerning Rights of Access for Members entered or to be entered into between the Company and the Recipient on or about the date of the Debenture;

Book Debts

all book debts and other debts due to the Company including all amounts from time to time standing to the credit of any bank or other account and any sum now or in the future due to the Company as a result of any order of the court in under sections 238, 239 and/or 244 (or, if appropriate, sections 339, 340 and/or 343) and/or section 423 of the Insolvency Act 1986;

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

CHFP131

Particulars of a mortgage or charge (continued)

Please do not write
in this binding
margin

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company Number

3278093

Name of Company

EDEN PROJECT

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

<i>Building Contract</i>	each and every contract for the construction of the Project or otherwise now or in future entered into by the Company and any supplemental bond or guarantee;
<i>Causes of Action</i>	all causes of action and other rights and remedies which the Company has or may have against valuers, solicitors and others in relation to the Mortgaged Property;
<i>Charged Assets</i>	all the property, undertaking and other interests charged by the Debenture including the Mortgaged Property;
<i>Commission</i>	The Millennium Commission including its successors and assigns;
<i>Company</i>	Eden Project Limited (company no 3278093);
<i>Construction Materials</i>	all materials equipment plant machinery and other items of whatsoever nature and wheresoever situate and whether in the United Kingdom or elsewhere belonging to the Company which is intended to or is designated so as to form part of or be comprised in the Project;
<i>Intellectual Property</i>	any existing or future rights in respect of any patent, patent application, copyright, trade mark, trade name, service mark, invention, design, knowhow, confidential information, domain names or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;
<i>Intercreditor Agreement</i>	the Intercreditor Agreement dated 10 March 2000 and made between (amongst others) (1) National Westminster Bank plc, (2) National Westminster Bank plc and R.B. Leasing (Eden) Limited, (3) The Commission, (4) Cornwall County Council and Pennon Group plc and (5) the Company and others as acceded to by the Recipient pursuant to a supplemental deed to the inter creditor agreement dated 2 August 2002;
<i>Investments</i>	<p>the existing or future interest of the Company in:</p> <ul style="list-style-type: none"> (a) the issued share capital of Eden Project (OA) Limited; (b) any stocks, shares, bonds or any form of loan or other capital of or in any legal entity; (c) any unit in any unit trust or similar scheme; (d) any warrant or other right to acquire any such investment, <p>together with all related stocks, shares and other securities offered by way of redemption, bonus, preference or option or otherwise and any related income, offer, right or benefit and, to the extent not otherwise charged by this deed, any income, offer, right or benefit in respect of any such investment;</p>

CHFP131

Particulars of a mortgage or charge (continued)

Please do not write
in this binding
margin

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company Number

3278093

Name of Company

* delete if
inappropriate

EDEN PROJECT

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

Mortgaged Property

the property described in the Schedule and paragraph 2.1 and each and any part thereof and all buildings and other structures now or from time to time thereon together with the benefit of all easements and other rights now or from time to time benefiting the same and where appropriate all or any of the other items assigned or charged under the Debenture;

Principal Agreement

An agreement dated 7 July 1997 between the Commission and the then trustees of the Eden Trust

1. as varied or amended or novated from time to time including any letter or other agreement and any supplemental letter or other agreement addressed to and accepted by or otherwise entered into by the Recipient or its predecessors and whether dated before or after the date of the Debenture; and
2. as amended by an agreement of even date therewith and agreements dated 20 February 1998, 1 October 1998, 11 December 1998, 10 March 2000, 22 December 2000 and 23 March 2001 and two deeds of accession dated respectively 10 April 2000 and 15 May 2001; and
3. as transferred by a deed dated 2 August 2002;

Professional Contracts

each and all of the contracts now or in future entered into by the Company with architects, surveyors, quantity surveyors, mechanical and electrical consultants, structural or other engineers or other professional advisers (excluding legal advisers and sale and letting agents) in respect of the Project or the Mortgaged Property, and all bonds or guarantees relating to the performance of all or any of those contracts;

Project

shall have the meaning ascribed to it by the Principal Agreement;

Recipient

Eden Trust a company limited by guarantee (registered company number 4487099 and registered charity number 1093070) whose registered office is at Bodelva, Par, Cornwall, PL24 2SG and its successors and assigns.

Note 2: the debenture provides that the Company will not without the prior written consent of the Commission:

- 1 Create or attempt or contract to create, or suffer or permit to subsist any mortgage, charge (fixed or floating), pledge, hypothecation, lien other security contract or encumbrance over the Charged Asset (though subject and without prejudice to the provision of the Intercreditor Agreement); or
- 2 Otherwise deal with or dispose of, or contract or purport to do so in respect of all or any of the Charged Assets which are subject only to the floating charge created by the Debenture, or suffer to arise any set-off or other third-party rights in respect of them otherwise than in the ordinary course of the business of the Chargor;
- 3 Convey, assign or transfer the Mortgaged Property or the Charged Assets so that they remain subject to the security created by the Debenture.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03278093

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 2nd AUGUST 2002 AND CREATED BY EDEN PROJECT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE MILLENNIUM COMMISSION 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 12th AUGUST 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th AUGUST 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —