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in black type or
bold block
lettering

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

Nat
£40x4
324009
395
FEE
10
COMPANIES HOUSE

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

For official use Company number

Name of company

5

03278093

* EDEN PROJECT LIMITED ("the Company")

Date of creation of the charge

10th March 2000

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

Composite Guarantee and Debenture dated 10th March 2000 and made between (1) Eden
Project Limited and Others and (2) National Westminster Bank plc (as Security Trustee)
("the Debenture")

Amount secured by the mortgage or charge

Please see Part 1 of the Schedule to Form 395 attached

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

National Westminster Bank plc (as Security Trustee) (the "Security Trustee") of 4th Floor,
PO Box 477, National Westminster House, Westbury Road, Redland, Bristol

Postcode BS99 1DU

Presentor's name, address and
reference (if any):
Osborne Clarke
50 Queen Charlotte Street
Bristol
DX 7818 BRISTOL

Ref: JMBZ/799584

For official use
Mortgage section



Time critical reference

Short particulars of all the property mortgaged or charged

Please see Part II of the Schedule to Form 395 attached

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Orme Clarke CWA

Date 22nd March 2000

On behalf of ~~company~~ [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 Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ.

Schedule to Form 395

Eden Project Limited (Company number 03278093) (the "Company")

**Composite Guarantee and Debenture in favour of National Westminster
Bank PLC (as Security Trustee) dated 10th March 2000**

PART I

Amount secured by the mortgage or charge

1. Secured Obligations

1.1 *Covenant to pay; Guarantees:*

By clause 2.1 of the Debenture, each Group Entity (including the Company):

- (a) covenants that it will pay to the Security Trustee, NatWest or RBL (as the case may be) all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Security Trustee, NatWest and RBL including, without limitation, all moneys, obligations and liabilities due, owing or incurred under or pursuant to the Secured Documents; and
- (b) irrevocably and unconditionally guarantees:
 - (i) the due performance by each other Group Entity of all its obligations under or pursuant to the Secured Documents to which it is a party; and
 - (ii) the payment of all moneys and discharge of all liabilities now or hereafter due, owing or incurred to the Security Trustee, NatWest and RBL including, without limitation, all moneys, obligations and liabilities due, owing or incurred under or pursuant to the Secured Documents by each other Group Entity and by any other present or future Subsidiary of the Trust or of any Group Entity (except any obligations or liabilities of such other Group Entity or Subsidiary as guarantor for the Group Entity concerned).

in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied; present, future or contingent: joint or several; incurred as principal or surety; originally

owing to the Security Trustee, NatWest or RBL or purchased or otherwise acquired by it; denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever.

In the case of the guarantee in clause 2.1(b) of the Debenture, if for any reason any such person fails to discharge any such obligation or liability or to pay any such moneys, each Group Entity (other than such person) shall immediately on demand by the Security Trustee discharge such obligation or liability or, as the case may be, pay such moneys to the Security Trustee, NatWest or RBL (as the case may be).

1.2 *Certain liabilities*

By clause 2.2 of the Debenture, the liabilities referred to in clause 2.1 of the Debenture shall, without limitation, include:

- (a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;
- (b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind; and
- (c) interest (both before and after judgement) to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all legal costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Security Trustee and/or the Beneficiaries in relation to any such moneys, obligations or liabilities or generally in respect of each such Group Entity.

1.3 *Group Entity as principal debtor; indemnity:*

By clause 2.3 of the Debenture, as a separate and independent stipulation, each Group Entity (including the Company) irrevocably and unconditionally agrees that if any purported obligation or liability of any other Group Entity which would have been the subject of its Guarantee had it been valid and enforceable is not or ceases to be valid or enforceable against such other Group Entity on any ground whatsoever whether or not known to the Security Trustee or any Beneficiary (including, without limitation, any irregular exercise or absence of any corporate power or lack of authority of, or breach of duty by, any person purporting to act on behalf of such other Group Entity or any legal or other limitation, whether under the Limitation Acts or otherwise, any disability or Incapacity or any change in the

constitution of such other Group Entity) it shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and it were a principal debtor in respect thereof. Each Group Entity hereby irrevocably and unconditionally agrees with the Security Trustee and the Beneficiaries to indemnify and keep indemnified the Security Trustee and the Beneficiaries against any loss or liability arising from any failure of a Group Entity to perform or discharge any such purported obligation or liability or from any invalidity or unenforceability of any of the same against a Group Entity.

1.4 *Statements of account conclusive:*

By clause 2.4 of the Debenture, any statement of account of a Group Entity (including the Company), signed as correct by an officer of the Security Trustee, showing the amount of the Secured Obligations of that Group Entity, shall, in the absence of manifest error, be binding and conclusive on and against all of the Charging Group.

1.5 *Interest:*

By clause 2.5 of the Debenture, each Group Entity (including the Company) agrees to pay interest on each amount demanded of it under its Guarantee from the date of such demand until payment (after as well as before judgment) at a default rate and otherwise in accordance with the provisions of the Project Facility Agreement or any other relevant provision of any of the Secured Documents.

1.6 *No set-off or counterclaim; grossing-up for Taxes:*

By clause 2.6 of the Debenture, all payments to be made by a Group Entity (including the Company) under the Debenture shall be made in full, without any set-off or counterclaim whatsoever and, subject as provided below, free and clear of any deductions or withholdings in the currency in which they are due on the due date to such account as the Security Trustee may from time to time specify. If a Group Entity is required to make any deduction or withholding in respect of Taxes from any payment due under the Debenture to the Security Trustee or any Beneficiary, or if the Security Trustee is required to make any such deduction or withholding from a payment to a Beneficiary, the sum due from such Group Entity in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding by such Group Entity or the Security Trustee (as the case may be) each Beneficiary receives on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made; the relevant Group Entity shall indemnify the Security Trustee and each Beneficiary by reason of any failure of such Group

Entity to make any such deduction or withholding or by reason of any increased payment not being made on the due date for such payment. Each Group Entity shall promptly deliver to the Security Trustee any receipts, certificates or other proof (if any) evidencing the amount paid or payable in respect of any deduction or withholding as aforesaid.

1.7 ***Enforcement costs:***

By clause 10.1 of the Debenture, the Company undertakes with the Security Trustee to pay on demand all costs, charges and expenses incurred by or on behalf of the Security Trustee or by any Receiver in or about the enforcement or preservation, or attempted enforcement or preservation, of any of the security created by or pursuant to the Debenture or any of the Charged Assets on a full indemnity basis, together with interest at a default rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Company (as well after as before judgment).

1.8 ***Indemnity:***

By clause 10.4 of the Debenture, each Group Entity (including the Company) hereby undertakes with the Security Trustee (as trustee for the Receiver), to indemnify and keep indemnified the Security Trustee, any Receiver and any attorney, agent or other person appointed by the Security Trustee under the Debenture and the Security Trustee's officers and employees (each an "**Indemnified Party**") in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of the Indemnified Parties (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted to be done in the exercise or purported exercise of the powers contained in the Debenture; or
- (b) any breach by a Group Entity of any of its obligations under the Debenture; or
- (c) an Environmental Claim made or asserted against an Indemnified Party which would not have arisen if the Debenture had not been executed and which was not caused by the negligence or wilful default of the relevant Indemnified Party.

1.9 ***Continuing security:***

By clause 12.1 of the Debenture, the Debenture and the obligations of

each Group Entity (including the Company) under the Debenture (including, without limitation, the Guarantees) shall extend to the ultimate balance from time to time owing in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever.

1.10 ***Liability unconditional:***

By clause 12.2 of the Debenture, the liability of each Group Entity (including the Company) shall not be affected nor shall any Guarantee be discharged or reduced by reason of:

- (a) the Incapacity or any change in the name, style or constitution of any other Group Entity or other person liable;
- (b) the Security Trustee granting any time, indulgence or concession to, or compounding with, discharging, releasing or varying the liability of any other Group Entity or any other person liable; or
- (c) any amendment, variation or waiver (however material or fundamental) of any of the Secured Documents; or
- (d) any act or omission which would not have discharged or affected the liability of such Group Entity had it been a principal debtor instead of a guarantor or anything done or omitted which but for this provision might operate to exonerate such Group Entity.

1.11 ***Collateral Instruments:***

By clause 12.3 of the Debenture, the Security Trustee shall not be obliged to make any claim or demand on any Group Entity (including the Company) or any other person liable or to resort to any Collateral Instrument or other means of payment before enforcing the Debenture and no action taken or omitted in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of any Group Entity (including, without limitation, the liability of the Charging Group under the Guarantees). The Security Trustee shall not be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment.

1.12 ***Waiver of Charging Group's rights:***

By clause 12.4 of the Debenture, until all the Secured Obligations have been paid, discharged or satisfied in full (and notwithstanding payment of a dividend in any liquidation or under any compromise or

arrangement or the discharge by any Group Entity of its liability under its Guarantee) each Group Entity (including the Company) agrees that without the prior written consent of the Security Trustee it will not:

- (a) exercise any rights of subrogation, contribution or indemnity against any other Group Entity or any other person liable;
- (b) demand or accept any Collateral Instrument to be executed in respect of any of its obligations under this Deed or any other indebtedness now or hereafter due to such Group Entity from any other Group Entity or any other person liable;
- (c) take any step to enforce any right against any other Group Entity or any other person liable in respect of any such Secured Obligations;
- (d) exercise any right of set-off or counter-claim against any other Group Entity or any other person liable or claim or prove or vote as a creditor in competition with the Security Trustee in the liquidation, administration or other insolvency proceeding of any other Group Entity or any other person liable or have the benefit of, or share in, any payment from or composition with, any other Group Entity or any other person liable or any Collateral Instrument now or hereafter held by the Security Trustee for any obligations or liabilities of any other Group Entity or any other person liable.

1.13 ***Suspense accounts:***

By clause 12.5 of the Debenture, any money received in connection with a Guarantee or pursuant to the realisation of any security created pursuant to the Debenture (whether before or after any Incapacity of a Group Entity or any other person liable) may be placed to the credit of an interest-bearing suspense account with a view to preserving the rights of the Security Trustee to prove for the whole of its claims against the Charging Group or any other person liable or may be applied in or towards satisfaction of the Secured Obligations.

1.14 ***Settlements Conditional:***

By clause 12.6 of the Debenture, without prejudice to clauses 12.7 and 12.8 of the Debenture, any release, discharge or settlement between any one or more of the Charging Group and the Security Trustee shall be conditional upon no security, disposition or payment to the Security Trustee by any of the Charging Group or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition is not fulfilled the Security Trustee shall be entitled to enforce the Debenture as if such release,

discharge or settlement had not occurred and any such payment had not been made.

1.15 *Avoidance of payments:*

By clause 12.7 of the Debenture,

- (a) The Security Trustee shall be entitled to retain the Debenture and not to release any of the Charged Assets from the charges constituted by clauses 3.1, 3.2, 3.3 and 3.4 of the Debenture if the Security Trustee reasonably determines that there exists a possibility of the avoidance or invalidation of any payment or repayment of the Secured Obligations (and if so required by the Security Trustee (acting reasonably) each Group Entity shall promptly provide the Security Trustee with any evidence (including, if required by the Security Trustee, a solvency report from the auditors of such Group Entity in form and substance satisfactory to the Security Trustee) requested by the Security Trustee in order that it may determine whether or not at such time there exists such a possibility).
- (b) If the Security Trustee does determine that there exists such a possibility it shall be entitled to retain this Deed and not release the Charged Assets for a period of one month plus the relevant statutory period after the Secured Obligations shall have been discharged in full. If at any time within such period (i) a petition shall be presented to a competent court for an order for the administration or winding-up of any Group Entity or of any other person that has given or made any relevant assurance, security, guarantee or payment in respect of the discharge of the Secured Obligations (or any analogous proceedings shall be commenced in any jurisdiction in which such Group Entity or such other person is incorporated or carries on business), or (ii) any Group Entity or any such other person shall commence to be wound-up voluntarily (or any analogous proceedings shall be commenced in any jurisdiction in which such Group Entity or such other person is incorporated or carries on business), the Security Trustee may continue to retain this Deed and not release the Charged Assets for and during such further period as the Security Trustee in its absolute discretion shall determine.

1.16 *Final redemption:*

By clause 12.8 of the Debenture, subject, and without prejudice to clause 12.7 of the Debenture, once the Security Trustee is satisfied that all the Secured Obligations have been discharged in full and that all facilities which might give rise to Secured Obligations have terminated, the Security Trustee shall at the request and cost of each Group Entity execute and do all such deeds, acts and things as may be

necessary to release or (as appropriate) re-assign the Charged Assets from the charges or (as appropriate) assignments constituted by clauses 3.1, 3.2, 3.3 and 3.4 of the Debenture.

1.17 ***Charging Group to deliver up certain property:***

By clause 12.9 of the Debenture, if, contrary to clause 12.4 of the Debenture, any Group Entity takes or receives the benefit of any security or receives or recovers any money or other property, such security, money or other property shall be held on trust for the Security Trustee and shall be delivered to the Security Trustee on demand.

PART II

Short particulars of all the property mortgaged or charged

2. Charges

2.1 *Fixed Charge:*

By clause 3.1 of the Debenture, each Group Entity (including the Company) with full title guarantee charges to the Security Trustee as a continuing security for the payment and discharge of the Secured Obligations:

- (a) by way of first legal mortgage, its interest in the property specified in part 1 of schedule 2 of the Debenture, together with all liens, charges, options, agreements, rights and interests in or over such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same; and by way of first fixed charge (to the extent that they are not subject to an effective assignment under clause 3.3 of the Debenture) the Property Agreements;
- (b) by way of first legal mortgage, all freehold and leasehold property wheresoever situate (other than any property specified in schedule 2 of the Debenture and any heritable property in Scotland) now owned by such Group Entity or in which such Group Entity has an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;
- (c) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of clause 3.1(a) or (b) of the Debenture) all present and future freehold and leasehold property wheresoever situate (other than any heritable property in Scotland) now or from time to time hereafter owned by such Group Entity or in which such Group Entity may have an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;
- (d) by way of first fixed charge, the plant, machinery and equipment (if any) specified in schedule 3 of the Debenture, the Construction Materials and the benefit of all contracts and warranties relating to the same (including the Building Contract);

- (e) by way of first fixed charge, all plant, machinery and other equipment (other than any property specified in schedule 3 of the Debenture) now or from time to time hereafter owned by such Group Entity or in which such Group Entity has an interest and the benefit of all contracts and warranties relating to the same;
- (f) by way of first fixed charge all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, now or from time to time hereafter owned by such Group Entity or in which the Group Entity has an interest, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;
- (g) by way of first fixed charge, all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time hereafter owned by such Group Entity or in which such Group Entity has an interest (whether originally owing to such Group Entity or purchased or otherwise acquired by it) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of a charge pursuant to clause 3.1(h) or (i) of the Debenture;
- (h) by way of first fixed charge (subject to the terms of the Inter-Creditor Agreement and the Security Trust Deed), the proceeds of collection of all Debts and any and all amounts from time to time standing to the credit of any bank or other account (including a current account) of the Group Entity ;
- (i) by way of first fixed charge, all moneys from time to time payable to such Group Entity under or pursuant to the Insurances including, without limitation, the right to the refund of any premiums;
- (j) by way of first fixed charge, the goodwill and uncalled capital of such Group Entity;

- (k) by way of first fixed charge, the patents, trade marks, service marks and registered designs (if any) specified in schedule 4 of the Debenture;
- (l) by way of first fixed charge, the benefit of the copyright and rights in the name of copyright vested in any Group Entity 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 freehold and leasehold property from time to time owned by any Group Entity and the implied licence of any Group Entity in any such plans, specifications and negatives, the copyright of which is not vested in a Group Entity and all present and future patents, trade marks, service marks and registered designs (other than the property (if any) specified in schedule 4 of the Debenture) now or from time to time hereafter owned by the Group Entity or in which the Group Entity may have an interest: and
- (m) by way of first fixed charge, all patents, trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property, in each case now or from time to time hereafter owned by such Group Entity, excluding the property specified in clause 3.1(k) and (l) of the Debenture.

2.2 *Assignment of Keyman Insurance :*

By clause 3.2 of the Debenture, the Company with full title guarantee hereby assigns to the Security Trustee the Keyman Insurance and any substituted policy or policies therefor, together with all monies, benefits and advantages that may become payable or accrue under the Keyman Insurance and the full benefit of all such policies together with power to give an effective discharge for any of the monies assured or otherwise payable under such policies absolutely. Such assignment is to be absolute subject only to re-assignment in accordance with the terms of the Debenture.

2.3 *Assignment of the Building Contract, the Professional Contracts and the Causes of Action :*

By clause 3.3 of the Debenture,

(A) the Company with full title guarantee assigns to the Security Trustee by way of security:

- (a) all its right title and interest in and all benefits to accrue to it under the Building Contract, the Professional Contracts and the Causes of Action;
 - (b) the benefit of the development of the Project together with the benefit of the right to enforce any agreements for professional or other services now or from time to time entered into for the purpose of carrying out the development of the Project;
 - (c) the net proceeds of any payment of any claims, awards and judgements which may be received by any Group Entity under or pursuant to the Building Contract, the Professional Contracts or the Causes of Action; and
 - (d) the benefit of any guarantees given to any Group Entity pursuant to the requirements of the Building Contract, the Professional Contracts or any Cause of Action.
- (B) Propco and the Company, with full title guarantee, assigns to the Security Trustee by way of security all its right, title, benefit and interest in and to the Property Agreements.

Such assignments are to be absolute subject only to re-assignment in accordance with the terms of the Debenture.

2.4 ***Floating Charge:***

By clause 3.4 of the Debenture, each Group Entity (including the Company) other than the Trust, with full title guarantee, charges to the Security Trustee by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clauses 3.1, 3.2 or 3.3 of the Debenture or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

2.5 ***Restrictions on dealing with Charged Assets:***

By clause 3.5 of the Debenture, each Group Entity (including the Company) covenants that it will not without the prior written consent of the Security Trustee:

- (a) dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance (other than a Permitted Encumbrance or in accordance with the Inter-Creditor Agreement) on or over, the Debts or any part thereof or release, set off or compound or

deal with the same otherwise than in accordance with the terms of the Debenture and the Project Facility Agreement (it being agreed that the Group Entities shall be permitted to enter into the RBL Leasing Arrangements);

- (b) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Encumbrance (except a Permitted Encumbrance or in accordance with the Inter-Creditor Agreement) on or affecting the Charged Assets or any part thereof; or
- (c) dispose of the Charged Assets or any part thereof or attempt or agree so to do except in the case of (i) Floating Charge Assets which may, subject to the other provisions of the Debenture, be disposed of in the ordinary course of business and (ii) disposals expressly permitted by the terms of the Project Facility Agreement (it being agreed that the Group Entities shall be permitted to enter into the RBL Leasing Arrangements).

2.6 *Automatic conversion of floating charge:*

By clause 3.6 of the Debenture, notwithstanding anything expressed or implied in the Debenture, if a Group Entity creates or attempts to create any Encumbrance (other than a Permitted Encumbrance) over all or any of the Floating Charge Assets without the prior written consent of the Security Trustee or if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Floating Charge Assets, the floating charge created by clause 3.4 of the Debenture over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge.

2.7 *Conversion of floating charge by notice:*

By clause 3.7 of the Debenture, notwithstanding anything expressed or implied in the Debenture but without prejudice to clause 3.6 of the Debenture, the Security Trustee shall be entitled at any time after the Enforcement Date by giving notice in writing to that effect to a Group Entity to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge as regards the assets specified in such notice.

2.8 *H.M. Land Registry:*

By clause 3.8 of the Debenture, each Group Entity (including the Company) applies to the Chief Land Registrar for the registration of the following restriction against each of the registered titles specified in schedule 2 of the Debenture (and against any title to any unregistered property specified in schedule 2 of the Debenture which is or ought to

be the subject of a first registration of title at H.M. Land Registry at the date of the Debenture):

"Except under an Order of the Registrar no disposition or charge or other security interest is to be registered or noted without the consent of the proprietor for the time being of Charge No. ●".

2.9 ***The Project Facility Agreement and the RBL Leasing Arrangements:***

By clause 3.9 of the Debenture, the obligation on the part of (a) NatWest to make further advances to the Company under the Project Facility Agreement or (b) on RBL to make further advances to the Company under the RBL Leasing Arrangements, as the case may be, shall be deemed to be incorporated in the Debenture for the purposes of section 94(1)(c) Law of Property Act 1925 and each Group Entity hereby applies to the Chief Land Registrar to enter a note of such obligation on the register of each of the titles referred to in clause 3.8 of the Debenture.

2.10 ***Further assurance:***

By clause 6.1 of the Debenture, each Group Entity (including the Company) shall if and when at any time required by the Security Trustee execute such further Encumbrances and assurances in favour or for the benefit of the Security Trustee and do all such acts and things as the Security Trustee shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the Security Trustee's security over the Charged Assets or any part thereof or to facilitate the realisation of the same.

PART III

Definitions

3. In this Schedule the following words have the following meanings:

"Agreement to Lease" the agreement for lease between the Company, the Trust, Propco and RBL in the agreed form dated the date of the Debenture

"Beneficiaries" means the Security Trustee (in its capacity as such), NatWest and RBL;

"Building Contract" means the building contract for the Works dated 29th January 1999 and made between the Company (1) and the Building Contractor (2), save to the extent that it is or will be novated in part to RBL by the Novation Agreement and includes (where relevant) any other contract for the Works or any part of them to be entered into by the Company (or any other Group Entity), save to the extent that they are or will be novated in whole or in part to RBL, in the future for the Works or any part of them;

"Building Contractor" means Sir Robert McAlpine Limited and Alfred McAlpine Construction Limited and includes where relevant any other building contractor for the Works or any part of them appointed or to be appointed by the Company for the Works or any part of them;

"Causes of Action" means all causes of action and other rights and remedies which any Group Entity has or may have against valuers, solicitors and others in relation to the Charged Assets;

"Charged Assets" means, in relation to each Group Entity, all assets of such Group Entity described in clauses 3.1, 3.2, 3.3 and 3.4 of the Debenture;

"Charging Group" means the persons whose respective names and where applicable, registered numbers and registered offices are set out in Schedule 1 of the Debenture and **"Group"**

	Entity" means any one of them;
"Collateral Instruments"	means negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance;
"Collateral Warranty Agreements"	means the collateral warranty deeds executed or to be executed by the Building Contractor and any sub-contractors and Professionals specified by the Security Trustee in each case in favour of the Security Trustee and in the agreed form;
"Construction Materials"	means all materials, equipment, plant, machinery and other items of whatsoever nature and wheresoever situate and whether in the United Kingdom or elsewhere belonging to any Group Entity, which is intended to be or is designated so as to form part of or to be comprised in the Project;
"Dangerous Materials"	means any element or substance, whether consisting of gas, liquid, solid or vapour, identified by an Environmental Law to be, to have been, or to be capable of being or becoming, harmful to mankind or any living organism or damaging to the Environment;
"Debts"	means, in relation to each Group Entity, the assets of such Group Entity described in clause 3.1(g) of the Debenture;
"Eden OA"	means Eden Project (OA) Limited (company number 3799050) of Watering Lane Nursery, Pentewan, St Austell, Cornwall, PL26 6BE;
"Encumbrance"	means any mortgage, charge, assignment

by way of security, pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired by any Group Entity;

"Enforcement Date" means the earliest date on which the Security Trustee declares the Security Documents (or any part of them) to be enforceable or demands the payment or discharge of all or any part of the Secured Obligations or, if earlier, either the date on which NatWest makes a demand for the sums owing to it under the Project Facility Agreement pursuant to the terms of the Project Facility Agreement or the date on which RBL makes demand for the sums owing to it under the RBL Leasing Arrangements pursuant to the terms of the Lease ;

"Environment" means all or any of the following media, air (including air within buildings or other structures and whether above or below ground) land (including buildings and any other structures or erections in, on or under it and any soil and anything below the surface of land), land covered with water, and water (including sea, ground and surface water):

"Environmental Claim" means any claim, notice prosecution, demand, action, official warning, abatement or other order (conditional or otherwise) relating to Environmental matters or any notification or order requiring compliance with the terms of any Environmental Licence or Environmental Law;

"Environmental Law" means any statutory or common law, treaty, convention, directive or regulation

having legal or judicial effect whether of a criminal or civil nature relating to:

- (a) pollution or contamination of the Environment;
- (b) harm, whether actual or potential, to mankind and human senses, living organisms and ecological systems;
- (c) the generation, manufacture, processing, distribution, use (including abuse), treatment, storage, disposal, transport or handling of Dangerous Materials; or
- (d) the emission, leak, release or discharge into the Environment of noise, vibration, dust, fumes, gas, odours, smoke, steam, effluvia, heat, light, radiation (of any kind), infection, electricity or any Dangerous Material and any matter or thing capable of constituting a nuisance of an actionable tort of any kind in respect of such matters;

**"Environmental
Licence"**

includes any permit, licence, authorisation, consent or other approval required at any time by any Environmental Law;

**"Financing
Documents"**

means the Project Facility Agreement, the Interest Rate Protection Agreements and the Security Documents;

"Fixtures"

means, in relation to a property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law;

**"Floating Charge
Assets"**

means, in relation to a Group Entity, the assets of such Group Entity from time to time charged by the Debenture by way of floating charge;

"Group"	means the Trust, the Company, Propco and any of their respective Subsidiaries, and "Group Entity" means any one of them;
"Guarantee"	means, in relation to a Group Entity, the obligations of that Group Entity pursuant to clause 2.1(b) of the Debenture and includes the obligations of each Group Entity arising by virtue of clauses 2.3 and 12 of the Debenture;
"Headlease"	means the lease of the Premises in the agreed form, to be granted by Propco and accepted by the Company;
"Incapacity"	in relation to a person, means the insolvency, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in the composition of the partnership) or any analogous proceeding occurring in relation to that person whatsoever;
"Insurances"	means, in relation to a Group Entity, all present and future contracts or policies of insurance (including life assurance policies) taken out by that Group Entity or in which that Group Entity from time to time has an interest but excluding the Keyman Insurance;
"Inter-Creditor Agreement"	means the inter-creditor agreement dated the date of the Debenture, and made between (1) the Security Trustee, (2) the Beneficiaries, (3) The Millennium Commission (4) Cornwall County Council and Pennon Group plc and (5) the Group Entities;
"Interest Rate Protection Agreements"	means each agreement entered into or to be entered into between the Company and NatWest for the purpose of hedging the Company's interest rate liabilities in relation to all or any part of the sums advanced

under the Project Facility Agreement;

"Keyman Insurance "

means keyman life assurance policies (in form and content reasonably satisfactory to the Security Trustee and with such insurer as the Security Trustee may reasonably approve) maintained by the Company in respect of the death and/or disability of the following people, in the following respective amounts and for the following respective periods:

Name	£	Period
Mr Timothy Smit	1,000,000	10 years from the date of the Project Facility Agreement
Mrs Gaynor Coley	250,000	10 years from the date of the Project Facility Agreement
Mr Ian Cunningham	250,000	10 years from the date of the Project Facility Agreement

"Lease"

means the sub-underlease of the Premises in the form agreed by the Security Trustee to be entered into between (1) RBL and (2) the Company;

"NatWest"

means National Westminster Bank plc of West Majors Corporate Business Centre, P.O. Box 477, National Westminster House, Westbury Road, Redland, Bristol BS99 1DU;

"Newco Lease"

means the underlease in the form agreed by the Security Trustee, to be granted by the Company and to be accepted by RBL;

"Novation Agreement"	means the novation agreement in relation to the Building Contract to be entered into between the Company (1), RBL (2) and the Building Contractor (3) in the form agreed by the Security Trustee;
"Option Agreement"	means the option agreement dated the date of the Debenture, and made between Eden OA, RBL, the Millennium Commission and NatWest;
"Option Lease"	means the option lease to be entered into in the form agreed by the Security Trustee between Eden OA and RBL;
"Permitted Encumbrance"	means: (a) any Encumbrance created under the Financing Documents or otherwise with prior written consent of the Security Trustee; (b) any right of set-off or lien, in each case arising by operation of law; and (c) any retention of title to goods supplied to a Group Entity in the ordinary course of its trading activities;
"Premises"	means the land and property described in paragraph 1.1.3 of the Headlease;
"Professional Contracts"	means each and all of the contracts now or in future entered into by any Group Entity with architects, surveyors, quantity surveyors, mechanical and electrical consultants, structural and other engineers or other professional advisers (excluding legal advisers and sale and letting agents) (together referred to in the Debenture as "Professionals") in respect of the Project and all bonds or guarantees relating to the performance of all or any of those contracts;
"Project"	means the development of the Eden Project on the Premises in accordance with

the Building Contract, the development programme (as specified in the Building Contract) and the business plan notified and agreed by NatWest from time to time;

"Project Facility Agreement"

means the project facility agreement dated 27th May, 1999 made between the Company (1) and NatWest (2) pursuant to which NatWest agrees to make available to the Company a £12,000,000 secured term loan for the purpose of financing the Project, as that agreement was amended and restated by an amendment and restatement agreement dated the date of the Debenture and as it may from time to time be amended, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of the facilities or any of them or by any change in the identity of NatWest;

"Propco"

means Eden Property (Cornwall) Co Limited (company number 3401794) of Watering Lane Nursery, Pentewan, St Austell, Cornwall, PL26 6BE;

"Property Agreements"

means the agreements referred to in part 2 of Schedule 2 of the Debenture;

"RBL"

means R.B. Leasing (Eden) Limited of The Quadrangle, The Promenade, Cheltenham, Gloucestershire GL50 1PX;

"RBL Leasing Arrangements"

means the Agreement to Lease, the Newco Lease, the Lease, the Underletting Deed, the Novation Agreement, the Services Agreement and the Option Agreement and the Option Lease;

"Receiver"

means any one or more receivers and/or managers or administrative receivers appointed by the Security Trustee pursuant to the Debenture in respect of all or any of the Charging Group or over all or any of the Charged Assets;

"Secured Documents"

means the Project Facility Agreement and any hedging arrangements entered into in connection therewith, the RBL Leasing

Arrangements and the Security Documents;

"Secured Obligations" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 of the Debenture;

"Security Documents" means:

(a) the Debenture;

(b) the Inter-Creditor Agreement;

(c) the Security Trust Deed;

(d) Collateral Warranty Agreements; and

(e) any guarantee and any document creating security executed and delivered after the date of the Debenture as security for any of the Secured Obligations;

"Security Trust Deed" means the security trust deed dated the date of the Debenture and made between the Group Entities (1), NatWest (2), RBL (3) and the Security Trustee (4), pursuant to which, inter alia, the Security Trustee is appointed to act as security trustee on behalf of NatWest and RBL;

"Security Trustee" means National Westminster Bank plc in its capacity as security trustee for the Beneficiaries or such person as may be appointed Security Trustee in succession thereto in accordance with the provisions of the Security Trust Deed;

"Services Agreement" means the services agreement to be entered into between the Company (1) and RBL (2) under which the Company agrees to provide certain services to RBL in respect of the Works;

"Subsidiary" means a subsidiary within the meaning of Section 736 of the Companies Act 1985;

"Trust" means the trustees from time to time of The Eden Trust (a charitable trust - registered charity no 1052127) (details of

the current trustees are set out in Schedule 6 of the Debenture);

"Underletting Deed" means a deed to be entered into between Propco (1), the Company (2) and RBL (3) in the approved form under which licence is given to the grant of the Newco Lease and the Lease and certain of Propco's rights under the Headlease are waived or restricted while RBL owns the Newco Lease; and

"Works" means the development works to be carried out on the Premises in accordance with the Building Contract.

3.1 *Successors and assigns*

By clause 1.2 of the Debenture, the expressions "**Group Entity**", "**Trust**", "**Security Trustee**", "**Beneficiary**", "**RBL**" and "**NatWest**", include, where the context admits, their respective successors, and, in the case of the Beneficiaries, RBL, NatWest and the Security Trustee their respective successors in title, assignees and transferees, whether immediate or derivative. Any change in the constitution of the Security Trustee or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under the Debenture.

3.2 *Headings*

By clause 1.3 of the Debenture, clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of the Debenture.

3.3 *Construction of certain terms*

By clause 1.4 of the Debenture, in the Debenture, unless the context otherwise requires:

- (a) references to clauses and schedules are to be construed as references to the clauses of, and the schedules to, the Debenture and references to the Debenture include its schedules;
- (b) references to, or to any specified provision of, the Debenture, any of the RBL Leasing Arrangements, the Project Facility Agreement or any other document shall be construed as references to the Debenture or such RBL Leasing

Arrangements, the Project Facility Agreement, that provision or that document as in force for the time being and as amended, extended or restated (which, as each Group Entity specifically agrees and acknowledges in relation to the Project Facility Agreement and/or the RBL Leasing Arrangements may include, without limitation, (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing) in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where any consents are required to be obtained as a condition to such amendment, extension or restatement being permitted) with the requisite consents;

- (c) words importing the plural shall include the singular and vice versa;
- (d) references to a time of day are to London time;
- (e) references to "**assets**" include all or part of any business, undertaking, real property, personal property, uncalled capital and any rights (whether actual or contingent, present or future) to receive, or require delivery of, or otherwise in respect of, any of the foregoing;
- (f) references to a "**guarantee**" include references to an indemnity, standby letter of credit or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay any indebtedness and "**guaranteed**" shall be construed accordingly;
- (g) references to a "**person**" shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any of its agencies;
- (h) references to a "**regulation**" include any present or future regulation, rule, directive, requirement, request or guideline (whether or not having the force of law) of any agency, authority, central bank or government department or any self-regulatory or other national or supra-national authority; and
- (i) references to any enactment shall be deemed to include

references to such enactment as re-enacted, amended or extended.

Schedule 1 to the Debenture

The Charging Group

<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>	<u>Address for notices (clause 16)</u>	<u>Telefax Number (clause 16)</u>
Eden Project Limited	03278093	Watering Lane Nursery, Porthpean Road, Lobbs Shop, St Austell, Cornwall PL26 6BE	Watering Lane Nursery, Pentewan, St Austell, Cornwall PL26 6BE	01726 222901
Eden Property (Cornwall) Co. Limited	03401794	Watering Lane Nursery, Portpean Road, Lobbs Shop. St Austell, Cornwall PL26 6BE	Watering Lane Nursery, Pentewan, St Austell, Cornwall PL26 6BE	01726 222901
The individuals specified in Schedule 6 being the current trustees of The Eden Trust	n/a (Trust Charity number 1052127)	n/a	c/o Druces & Attlee, Salisbury House, London Wall, London EC2M 5PS FAO: Toby Stroh, Esq.	0171 628 7525
Eden Trading Limited	3898618	Watering Lane Nurseries, Lobbs Shop, St Austell, Cornwall PL26 6BE	Watering Lane Nursery, Pentewan, St Austell, Cornwall PL26 6BE	01726 222901
Eden Project (OA) Limited	3799050	Watering Lane Nursery, Pentewan, St Austell, Cornwall PL26 6BE	Watering Lane Nursery, Pentewan, St Austell, Cornwall PL26 6BE	01726 222901

Schedule 2 to the Debenture

Part 1

Properties

1. The freehold property comprising land at Bodelva Restormel Cornwall and registered at HM Land Registry under title number CL114116.
2. The leasehold interest in land at Bodelva Restormel aforesaid comprised in a lease dated 29 September 1995 made between Redland Minerals Limited (1) and Goonvean & Rostowrack China Clay Company Limited (2).
3. Such right title and interest as may be owned by the chargor in the freehold land comprised together with other land in a transfer dated 1st October 1998 and made between the trustees of Eden Trust (1) and Eden Property (Cornwall) Co. Limited (2).
4. The freehold property at Pentewan, St Austell, Restormel, Cornwall known as the Watering Lane Nursery and registered at HM Land Registry under title numbers CL29257. CL85495. CL25284 and CL47500.
5. The leasehold interest in the properties referred to in paragraphs 1. 3 and 4 of this part of this schedule comprised in a lease dated 1st October 1998 made between Eden Property (Cornwall) Co Limited (1) and Eden Project Limited (2) .

Part 2

The Property Agreements

1. Agreement dated 18 September 1998 and made between Doreen Anne Davies (1) Robert Davies (2) and Eden Property (Cornwall) Co. Limited relating to land at Restineas Farm Garker Cornwall.
2. Option Agreement dated 18 September 1998 and made between Doreen Anne Davies (1) Robert Arthur Davies (2) and Eden Project Limited

(3) relating to the freehold property known as Restineas Farm Garker St Austell Cornwall.

3 . Option Agreement dated 14 September 1998 and made between ECC International Limited (1) Eden Property (Cornwall) Co Limited (2) relating to land at Penwithick and Starrick Moor, St Austell, Cornwall.

4 . Supplemental Agreement dated 9 April 1999 and made between ECC International Limited (1) Eden Property (Cornwall) Co Limited (2) and Eden Project Limited (3).

5 . Supplemental Agreement dated 23 February 2000 and made between Imerys Minerals Limited (1) Eden Property (Cornwall) Co Limited (2) and Eden Project Limited (3).

Schedule 3 to the Debenture

Fixed Plant and Machinery

Schedule 4 to the Debenture

Intellectual Property Rights

Schedule 6 to the Debenture

Trustees of Eden Trust

Sir John Richard Walter Reginald Carew Pole Bt.

Sir Ronald Claus Hampel

Guy Ainsworth Whalley

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 COMPOSITE GUARANTEE AND DEBENTURE DATED THE 10th MARCH 2000 AND CREATED BY EDEN PROJECT LIMITED FOR SECURING ALL MONIES OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM EACH GROUP ENTITY (AS DEFINED) AND BY ANY OTHER PRESENT OR FUTURE SUBSIDIARY OF THE TRUST OR OF ANY GROUP ENTITY TO NATIONAL WESTMINSTER BANK PLC (AS SECURITY TRUSTEE) UNDER OR PURSUANT TO THE SECURED DOCUMENTS (AS DEFINED) AND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th MARCH 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th MARCH 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE