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CHFP025

COMPANIES FORM No. 395

Particulars of a mortgage or charge

149310/13

395

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

1118

3278093

Name of company

* Eden Project Limited (the "Company")

Date of creation of the charge

27 October 2008

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

Legal mortgage (the "Legal Mortgage") between the Company and the Security Trustee (as defined below)

Amount secured by the mortgage or charge

Capitalised words and phrases not otherwise defined in this form shall have the meanings given on the Schedule attached hereto

All obligations which the Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties whether (i) under or pursuant to the Finance Documents (including the Debenture and any Mortgage) or (ii) otherwise on any account whatsoever from time to time, including any liability in respect of any further advances made under the Finance Documents or otherwise whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by such Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "Secured Obligations")

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

AIB GROUP (UK) PLC, 4 Queen's Square, Belfast as security trustee (the "Security Trustee")

Postcode BT1 3DJ

Presenter's name address and reference (if any)

Farrer & Co LLP
66 Lincolns Inn Fields
London
WC2A 3LH

Ref SPG

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

WEDNESDAY



AS6504DI

A78

29/10/2008

114

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Under the Legal Mortgage the Company charged with full title guarantee in favour of the Security Trustee with the payment and discharge of the Secured Obligations by way of legal mortgage

(a) the property registered under the numbers CL215493, and

(b) any buildings, fixtures, fittings, fixed plant and machinery from time to time situated on or forming parts of such property

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 *Farrar & Co LLP*

Date *28 Oct 2008*

On behalf of ~~XXXXXX~~ [mortgagee/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**

Eden Project Limited (3278093)

Schedule to Form 395

"Account" means any account opened or maintained by the Company with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights

"Assigned Account" means any Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee and the Company

"Charged Property" means all the assets and undertakings of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to this Debenture and any Mortgage

"DK Account" means the account with number 303674 sort code 40-51-87 charged in favour of Dresdner Kleinwort Limited

"EPL" means Eden Project Limited (company number 3278093)

"Facilities Agreement" means the agreement made on or about the date of the Debenture between EPL and AIB Group (UK) plc pursuant to which AIB Group (UK) plc agreed to make available certain credit facilities on the terms and conditions set out therein,

"Finance Document" means each of the Facilities Agreement, the RBL Leasing Arrangements, the Novation Agreement, the Debenture, each Mortgage, the Inter-Creditor Agreement, the Security Trust Deed and each other Security Document (as defined in the Security Trust Deed) together with any other instrument, document or agreement evidencing or governing the terms of any Secured Obligations,

"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests to which the Company is entitled, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights

"Inter-Creditor Agreement" means the intercreditor agreement dated on 10 March 2000 and made between, *inter alios*, National Westminster Bank plc as Security Trustee, National Westminster Bank plc and R B Leasing (Eden) Limited and certain others

"Investments" means

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and

- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company)

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property

"Novation Agreement" means the deed of transfer and amendment dated on or about the date of the Debenture pursuant to which, inter alia, National Westminster Bank plc transferred to the Security Trustee all of its rights and obligations both as Security Trustee and as a Beneficiary under the Security Trust Deed

"RBL Leasing Arrangements" shall have the meaning given to such term in the Security Trust Deed

"RBL L/C Account" shall have the meaning given to such term in the Security Trust Deed

"Real Property" means

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified below) (if any), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

"Secured Parties" has the meaning given to the term Beneficiaries in the Security Trust Deed

"Security" means any mortgage, charge, assignment by way of security, lien or other encumbrance or security interest whatsoever or any other arrangement having a similar effect (including without limitation any retention of title, trust, flawed asset or sale and lease back arrangements) or any agreement conditional or otherwise to create the same

"Security Trust Deed" means the security trust deed dated 10 March 2000 and originally made between *inter alios*, Eden Project Limited, National Westminster Bank plc as security trustee, and National Westminster Bank plc and R B Leasing (Eden) Limited as Beneficiaries (as defined therein)

"Shares" means all of the shares in the capital of any limited liability company incorporated in England and Wales, in each case held by, to the order or on behalf of the Company at any time

"Specific Contract" means the Agreement concerning Rights of Access for Members dated on or about the date of the Debenture and made between Eden Project Limited, The Eden Trust and the Security Trustee

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights

DETAILS OF REAL PROPERTY

Title Number	Location	Main Property	Owner
CL215493	Strip of Land adjacent Loquat Car Park	Cycleway Path from North Gate	Eden Project Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3278093
CHARGE NO. 18**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 27
OCTOBER 2008 AND CREATED BY EDEN PROJECT LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE SECURITY TRUSTEE (WHETHER FOR
ITS OWN ACCOUNT OR AS TRUSTEE FOR THE SECURED
PARTIES) OR ANY OF THE OTHER SECURED PARTIES 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 29 OCTOBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 OCTOBER
2008

