

Particulars of a mortgage or charge

395

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985



CHA 267

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

To the Registrar of Companies

For official use

Company number

3278093

Name of company

insert full name
of company

* Eden Project Limited (the "Company")

Date of creation of the charge

10 March 2000

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

Account Charge made between the Company and R. B. Leasing (Eden) Limited (the "Chargee") (the "Account Charge")

Amount secured by the mortgage or charge

Presentor's name address and
reference (if any):Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

DXC/Z957065/395frm.doc

Time critical reference

For official Use
Mortgage Section

Post room



COMPANIES HOUSE

20/03/00

Amount secured by the mortgage or charge

All moneys and all obligations and liabilities at the date of the Account Charge or thereafter due, owing or incurred to the Chargee by the Company and/or by Eden Project (OA) Limited ("EPL2") in each case under or in connection with, or arising upon or in consequence of the breach, repudiation, termination or disclaimer of the Documentation and/or the Account Charge when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express implied, present, future or contingent.

The moneys referred to above shall include interest (as well after as before judgment) to the date of payment at three per centum above the base rate from time to time of The Royal Bank of Scotland plc (calculated on a day to day basis and compounded quarterly on the last day on which the banks in the City of London are open for normal banking business in each March, June, September and December) and all other fees and charges (including management charges made by the Chargee) and all legal and other costs, charges and expenses on a full and unqualified indemnity basis, which may be incurred by the Chargee in enforcing its rights under the Documentation or the Account Charge.

All the above being the "Secured Obligations".

"Documentation" means:

- (i) the agreement dated 10 March 2000 and made between the Company, the Trustees of the Eden Trust (having registered charity number 1052127) ("ET"), Eden Property (Cornwall) Co. Limited ("EPC") and the Chargee (the "Agreement for Lease");
- (ii) the lease in the approved form of the site of The Eden Project, at Bodelva and Pentewan, Restormel, Cornwall (the "Premises") to be granted by the Chargee and accepted by the Company pursuant to the terms of the Agreement for Lease (the "EPL Lease");
- (iii) the composite guarantee and debenture dated 10 March 2000 and made between the Company, EPL2, EPC, ET and Eden Trading Limited and National Westminster Bank plc (as security trustee for itself and the Chargee) and includes any further charges in favour of the security trustee which may be made pursuant to the Agreement for Lease or the further assurance provisions in this composite guarantee and debenture;
- (iv) the underletting deed to be dated the same date as the EPL Lease and made between EPC, the Company and the Chargee;
- (v) the lease of the Premises to be granted by the Company and accepted by the Chargee and dated the same date as the EPL Lease;
- (vi) the services agreement dated 10 March 2000 and made between the Company and the Chargee relating to works at the Premises;
- (vii) the agreement dated 10 March 2000 and made between the Chargee, EPL2, the Millennium Commission and National Westminster Bank PLC granting options in respect of the Premises (the "Option Agreement");
- (viii) the lease of the Premises to be granted by the Chargee to the Company pursuant to and

Amount secured by the mortgage or charge

in the form attached to the Option Agreement;

(ix) the building contract for part of the work of developing and equipping the Premises so that they comprise without limitation biomes, a visitor centre, landscaping and planting with associated nursery, catering, retail and conference accommodation all as currently envisaged by the Company (the "Works") dated 29th January 1999 and made between the Company and the Building Contractor (being, Sir Robert McAlpine Limited and 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 Chargee (or by the Company and novated in whole or in part to the Chargee) for the Works or any part of them);

(x) the novation agreement dated 10 March 2000 and made between the Company, the Chargee and Sir Robert McAlpine Limited and Alfred McAlpine Construction Limited and includes any other novation agreement relating to the Works entered into by the Chargee from time to time;

(xi) any supply and construction contracts relating to the Works which the Company may enter into after 10 March 2000; and

(xii) any documents supplemental to the transactions contemplated by the above documents whether already existing or to be entered into in the future.

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

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

Short particulars of all the property mortgaged or charged

By way of first fixed charge, all right, title and benefit both present and future in all sums (whether of principal, interest or otherwise) from time to time standing to the credit of the Company's account number 96358246 at National Westminster Bank plc, St. Austell Branch, 1 Church Street, St. Austell, PL25 4AW sort code 54-41-12, which is designated the "Relevant Account", or any replacement or substitute account (the "Deposit").

The Company hereby covenants with the Chargee that, until the Secured Obligations have been paid or discharged in full, the Company shall not withdraw the Deposit or sell, assign, mortgage, charge or otherwise encumber, dispose of or deal with or grant or permit third party rights to arise over or against the same or any part thereof or attempt or agree so to do.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Norton Rose

Date

17 MARCH 2000

On behalf of company

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.

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 AN ACCOUNT CHARGE DATED THE 10th MARCH 2000 AND CREATED BY EDEN PROJECT LIMITED FOR SECURING ALL MONEYS AND ALL OBLIGATIONS AND LIABILITIES AT THE DATE OF THE ACCOUNT CHARGE OR THEREAFTER DUE OWING OR INCURRED TO R.B. LEASING (EDEN) LIMITED BY THE COMPANY AND/OR EDEN PROJECT (OA) LIMITED IN EACH CASE UNDER OR IN CONNECTION WITH OR ARISING UPON OR IN CONSEQUENCE OF THE BREACH REPUDIATION TERMINATION OR DISCLAIMER OF THE DOCUMENTATION AND/OR THE ACCOUNT CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th MARCH 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th MARCH 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

Handwritten signature/initials

HC026B