

103572/13  
**MG01**

Particulars of a mortgage or charge



**A fee is payable with this form.**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NOT for**

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

THURSDAY



LN54RKXP

LD2

17/06/2010

31

COMPANIES HOUSE

**1**

**Company details**

Company number

0 3 2 7 8 0 9 3

Company name in full

EDEN PROJECT LIMITED ("the Company")

**Filing in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

**2**

**Date of creation of charge**

Date of creation

08 06 2010

**3**

**Description**

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A Deposit Agreement and Deposit Charge ("the Deposit Charge") dated 8 June 2010 and made between the Company and Commerzbank AG, London Branch ("the Bank")

**4**

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

Please see Continuation sheets 1 and 2

**Continuation page**

Please use a continuation page if you need to enter more details

# MG01 - continuation page

## Particulars of a mortgage or charge

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### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

In this Form MG01:

**"Account"** means the account in the name of the Company with the Bank with account name **"Eden Project Limited"**, sort code 23-54-05 and account number 11081400 (and includes any redesignation thereof),

**"Charged Property"** means all of the property charged in favour of the Bank in Clause 3 1 of the Deposit Charge;

**"Deed of Super-Priority"** means the deed so entitled between *inter alia* the Company, the Bank and RBL dated 8 June 2010 in relation to the priority of the charge constituted in the Deposit Charge,

**"Deposit"** means all sums from time to time standing to the credit of or earned upon or in relation to the Account, including all entitlements to interest and other rights and benefits accruing to or arising in connection therewith;

**"Encumbrance"** means (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person, (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect;

**"Initial Deposit"** means the sum of £43,367,132.74,

**"Letter of Credit"** means the transferable (subject to paragraph 12 thereof) letter of credit no ED12010 (and all substitutes and replacements thereof) issued by the Bank to RBL pursuant to the Reimbursement Agreement,

**"Operative LC Document"** bears the meaning ascribed to it in the Letter of Credit;

**"Permitted Encumbrance"** means any Encumbrance in respect of the Charged Property to which the Bank has agreed in writing,

**"RBL"** means R.B. Leasing (Eden) Limited, a limited liability company incorporated under the laws of England and Wales having its registered office at The Quadrangle, The Promenade, Cheltenham, Gloucester GL50 1PX,

**"Reimbursement Agreement"** means the reimbursement agreement dated 8 June 2010 between the Company and the Bank relating to the Letter of Credit;

**"Relevant Account"** bears the meaning ascribed to it in the Letter of Credit

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### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

#### Amount Secured by the Mortgage or Charge

The due and punctual performance and observance by the Company of its actual or contingent counter-indemnity obligations in respect of the Letter of Credit which may from time to time arise as a matter of law and the actual or contingent obligations which may from time to time arise under Clause 3 of the Reimbursement Agreement or under any other provision of the Reimbursement Agreement or the Deposit Charge or the Deed of Super-Priority (such obligations being collectively referred to as the "**Secured Obligations**").

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**5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

Please use a continuation page if you need to enter more details

Name Commerzbank AG, London Branch

Address 30 Gresham Street

London

Postcode E C 2 V 7 P G

Name

Address

Postcode

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**

Please use a continuation page if you need to enter more details

Short particulars Please see Continuation sheets 3 and 4

**MG01 - continuation page**  
**Particulars of a mortgage or charge**

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Short Particulars of all the Property Charged**

The Company has charged, by way of a first fixed charge in favour of the Bank with full title guarantee all of its right, title and interest in and to the Account and the Deposit as security for the due and punctual performance and observance of the Secured Obligations.

By Clause 3.1 of the Deposit Charge, the Company has agreed that subject to the fixed charge, it shall hold all of its right, title and interest in and to the Account and the Deposit on trust for application in accordance with the provisions of the Deposit Charge.

By Clause 3 2 of the Deposit Charge, the Company has agreed that in order to give effect to the security interest created pursuant to Clause 3 1 during the period of the Deposit Charge, the Bank shall have sole control of the Charged Property and any mandate or other agreement between the Company and the Bank which but for this Agreement would govern the control of the Charged Property shall be suspended.

By Clause 7.1.10 of the Deposit Charge, the Company has warranted to the Bank that it is the sole, lawful and beneficial owner of all of the Deposit and the Account free from any Encumbrance other than the security constituted by Clause 3 and any Permitted Encumbrance

By Clause 7.1.11 of the Deposit Charge, the Company has warranted to the Bank that it has not sold or agreed to sell or otherwise disposed of or agreed to dispose of the benefit of all or any of the Company's right, title and interest in and to the Deposit or the Account or any part thereof (other than pursuant to the Deposit Charge)

**Negative Pledge**

By Clause 8.1 of the Deposit Charge, the Company has covenanted with the Bank that at no time during the subsistence of the Deposit Charge will the Company, otherwise than in favour of the Bank assign or purport to assign (by operation of law or otherwise), transfer or otherwise deal with any interest of the Company in the Charged Property or any part thereof or create, grant, extend or permit to subsist any Encumbrance, other than the security constituted by Clause 3, on or over the Charged Property or any part thereof. The foregoing prohibition under clause 8 1 of the Deposit Charge shall apply not only to any Encumbrance which ranks or purports to rank in point of security in priority to the security constituted by Clause 3 but also to any Encumbrance which may rank or purport to rank pari passu therewith or thereafter

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**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Covenant for Further Assurance**

By Clause 8.2 of the Deposit Charge, the Company has covenanted that it will from time to time at the request of the Bank, do all such acts and things and execute all such documents as the Bank may reasonably consider necessary or desirable for giving full effect to this Agreement or for securing the rights of the Bank hereunder, provided that such acts or things or execution of such documents shall not conflict with (a) any provision of any Operative LC Document including, without limitation, Clause 4.2 of the Reimbursement Agreement or (b) any applicable law.

By Clause 8.6.1 of the Deposit Charge, the Company has covenanted that it will, at all times during the subsistence of the Deposit Charge, ensure it is the sole, lawful and beneficial owner of all of the Deposit and the Account free from any Encumbrance other than the security constituted by Clause 3 of the Deposit Charge

By Clause 8.6.2 of the Deposit Charge, the Company has covenanted that it will not (save with the Bank's prior written consent) at any time during the subsistence of this Agreement sell or agree to sell or otherwise dispose of or agree to dispose of the benefit of all or any of the Company's right, title and interest in and to the Deposit or the Account or any part thereof.

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount N/A

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

### 9 Signature

Please sign the form here

Signature

Signature

X

Clifford Chance LLP

X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name N Gul/7040455840

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town

County/Region London

Postcode E 1 4 5 J J

Country England

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)





**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 3278093  
CHARGE NO. 19**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEPOSIT AGREEMENT AND  
DEPOSIT CHARGE DATED 8 JUNE 2010 AND CREATED BY  
EDEN PROJECT LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO COMMERZBANK  
AG, LONDON BRANCH ON ANY ACCOUNT WHATSOEVER  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 17 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JUNE 2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES