

CHFP041

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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.

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

Name of company

*** Eden Project Limited ("EPL")**

Date of creation of the charge

2 August 2002

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

Assignment and Charge ("the Assignment and Charge") entered into between (1) EPL (2) The Eden Trust and (3) National Westminster Bank plc (as security trustee)

Amount secured by the mortgage or charge

The Secured Obligations as defined in Schedule 1 attached.

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

National Westminster Bank plc of 135 Bishopsgate, London (as "Security Trustee" for the "Beneficiaries" as defined in the attached Schedules)

Postcode	EC2M 3UR
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Presentor's name, address and reference (if any):

Faisal Nisar
Osborne Clarke, Apex Plaza
Forbury Road RG1 1AX
DX 117882 Reading

Time critical reference

For official use
Mortgage section

Post room



A01
COMPANIES HOUSE

0773
10/08/02

Short particulars of all the property mortgaged or charged

See Schedule 2 attached.

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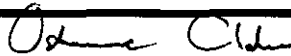
Please complete
legibly, preferably
in black type or
bold block
lettering

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



Date 6 August 2002

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.

Company: Eden Project Limited
Co No: 3278093

Schedule to Form 395

Schedule 1

Amount secured by the mortgage or charge

All moneys, obligations and liabilities now or hereafter due, owing or incurred by the Chargors 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 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 including:

- (a) 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 the Chargors ("**the Secured Obligations**").

Company: Eden Project Limited
Co No: 3278093

Schedule to Form 395

Schedule 2

Short particulars of all the property mortgaged or charged

By clause 2 of the Assignment and Charge each of the Chargors with full title guarantee, to the intent that the security hereby created shall be a continuing security for the payment of the Secured Obligations charges and assigns the benefit of and all its rights, title and interest both present and future from time to time in the Agreement in favour of the Security Trustee provided that upon the irrevocable and unconditional repayment and discharge in full of the Secured Obligations the Security Trustee will, at the request and cost of the Chargors, reassign the same to the Chargors.

By clause 3.1 of the Assignment and Charge each of the Chargors agrees with the Security Trustee that, for so long as this security continues:

each Chargor will:

- (a) observe, perform and carry out their respective obligations contained in the Agreement;
- (b) use all reasonable endeavours to procure that all other parties to the Agreement comply with their respective obligations in the Agreement;
- (c) immediately give the Security Trustee a copy of every notice served or purported to be served pursuant to or in connection with the Agreement (whether by or on the Chargors or any other party);
- (d) pay the Security Trustee, on demand, all reasonable costs, charges and expenses (on a full indemnity basis) from time to time paid or incurred by the Security Trustee (or any Receiver) in connection with any of the Agreement, the negotiation, preparation and execution of this security, perfecting, registering, preserving or enforcing this security or exercising of any powers conferred by the Assignment and Charge (expressly or otherwise);
- (e) give the Security Trustee such information relating to the Agreement as the Security Trustee may from time to time request;
- (f) notify the Security Trustee immediately if either of the Chargors or any other party to the Agreement:
 - (i) has a receiver, liquidator, administrator or trustee in bankruptcy appointed over any of its assets or enters into or serves notice of intention to enter into any voluntary arrangement with creditors; or
 - (ii) fails to comply with any obligations or terms of the Agreement;

By clause 3.2 of the Assignment and Charge each of the Chargors agrees with the Security Trustee that, for so long as this security continues that neither Chargor will:

- (a) without:
 - (i) the prior consent of the Security Trustee, waive, release, vary (or attempt to purport to waive, release or vary) any obligations (whether of the Chargors or any other party) contained in, or in the terms of, the Agreement; or
 - (ii) giving prior written notice to the Security Trustee, determine or purport to determine the Agreement;
- (b) do, nor omit to do, any act or thing which would immediately or upon the expiry of notice or otherwise entitle any other party to the Agreement to rescind or determine the Agreement or to regard itself as discharged from one or more of its obligations under the Agreement; and
- (c) licence, sell, create or permit to subsist any Encumbrance over or otherwise dispose of either of the Chargors' interest in the Agreement.

Company: Eden Project Limited
Co No: 3278093

Schedule to Form 395

Schedule 3

Definitions:

"Agreement "	means the Agreement concerning Rights of Access for Members entered or to be entered into between EPL and the Trust on or about the date hereof;
"Beneficiaries"	means the Security Trustee (in its capacity as such), NatWest and RBL;
"Chargors"	EPL and the Trust and their respective successors in title;
"including" and "in particular"	shall be construed as being by way of illustration or emphasis only and not, nor shall they take effect, as limiting the generality of any such words;
"NatWest"	means National Westminster Bank plc Corporate Banking, South West England and South Wales of P.O. Box 157, St Andrews Cross, Plymouth, Devon PL4 0WB;
"other" and "otherwise"	shall not be construed ejusdem generis with any previous words where a wider construction is possible;
"Project Facility Agreement"	means the project facility agreement dated 27 th May, 1999 made between EPL (1) and NatWest (2) pursuant to which NatWest agrees to make available to the EPL a £12,000,000 secured term loan for the purpose of financing the Project (as therein defined), as that agreement was amended and restated by an amendment and restatement agreement dated 10 th March 2000 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;

"Property"

the following:

1. The freehold property comprising land at Bodelva, Restormel Cornwall and registered at HM Land Registry under title numbers CL114116 and CL145048;
2. 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, CL25284 CL47500 and CL85495;
3. Land at Restineas Farm, Restormel, Cornwall, registered at HM Land Registry under title numbers CL64935, CL132560 and CL82981;
4. Land to the south of Vounder Farm, Tregrehan, St Austell, Cornwall, registered at HM Land Registry under title number CL161523;
5. Land at Carnecross, Innis Moor, St Austell, Cornwall, registered at HM Land Registry under title number CL140818;
6. Land on the east side of Restineas Farm, Garker, St Austell, Cornwall, registered at HM Land Registry under title number CL161881; and
7. Land lying to the north west of the Eden Project, Trethurgy, St Austell, Cornwall, registered at HM Land Registry under title number CL170290.

"RBL"

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

"RBL Leasing Arrangements"

means (i) the Agreement to Lease dated 10 March 2000 between, inter alia, EPL, the Eden Trust and RBL, (ii) the underlease of the Property granted by EPL and accepted by RBL, (iii) the sub-underlease of the Property entered into by RBL in favour of EPL, (iv) the Underletting Deed entered into between inter alia EPL, the Eden Trust and RBL in connection with therewith, (v) the Novation Agreement in relation to a building contract entered into between EPL and RBL, (vi) the Services Agreement entered into by EPL and RBL and (vii) the Option Agreement and the Option Lease entered into by, inter alia, Eden Project (OA) Limited, RBL, the Security Trustee and NatWest;

"Secured Documents"	means the Project Facility Agreement and any hedging arrangements entered into in connection therewith, the RBL Leasing Arrangements and the Security Documents;
"Security Documents"	means: <ul style="list-style-type: none"> (a) the Debenture dated 10 March 2000 given by, inter alia, EPL and the Eden Trust in favour of the Security Trustee, and the debenture between the Trust and the Security Trustee dated on or about the date hereof; (b) the Inter-Creditor Agreement dated 10 March 2000 (as amended and as acceded to by the Trust) entered into in connection with the Project Facility Agreement and the RBL Leasing Arrangements; (c) the Security Trust Deed dated 10 March 2000 (as acceded to by the Trust) entered into in connection with the Project Facility Agreement and the RBL Leasing Arrangements; (d) collateral warranty agreements each dated on or about 10 March 2000 entered into in connection with the Project Facility Agreement; (e) this Assignment and Charge; and (f) any guarantee and any document creating security executed and delivered after 10 March 2000 as security for any of the Secured Obligations;
"Security Trustee"	includes (where the context admits) the Security Trustee's successors in title, assigns and any person or persons for whom the Security Trustee may from time to time act as security trustee;
"the Trust"	The Eden Trust (a company limited by guarantee and not having a share capital with company number 4487099 and registered as a charity with charity number 1093070) whose registered office is at Bodelva, Par, Cornwall PL24 2SG;
"VAT"	means Value Added Tax at the standard or other appropriate rate as provided for in the Value Added Tax Act 1994;

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 ASSIGNMENT AND CHARGE DATED THE 2nd AUGUST 2002 AND CREATED BY EDEN PROJECT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGORS TO THE SECURITY TRUSTEE, NATIONAL WESTMINSTER BANK PLC AND R.B.LEASING (EDEN) LIMITED 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 10th AUGUST 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th AUGUST 2002.

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86



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —