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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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

CHFP025

Please do not  
write in  
this margin

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

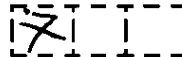
\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4487099

Name of company

\* The Eden Trust (the "Company")

Date of creation of the charge

18 July 2007

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

Guarantee and debenture (the "Debenture") entered into between, inter alia, 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

Presentor'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 (06/2005)

Mortgage Section

Post room

FRIDAY



A25

\*AJH8ZRS0\*

03/08/2007

675

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 Under the Debenture the Company charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of fixed charge (which so far as it relates to land in England and Wales vested in such Company at the date of the Debenture shall be a charge by way of legal mortgage) all such Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party)

- 1 1 the Real Property,
- 1 2 the Tangible Moveable Property (if any),
- 1 3 the Accounts other than the DK Account and, in the case of the RBL L/C Account, subject to the terms of the Security Trust Deed and the Inter-Creditor Agreement,
- 1 4 the Intellectual Property (if any),
- 1 5 any goodwill and rights in relation to its uncalled capital (if any),
- 1 6 the Investments,
- 1 7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and
- 1 8 all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture

(continued overleaf)

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

*Ferre & Co LLP*

Date

*2/11/07*

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**

4487099

Name of company

\* insert full name  
of Company

\* The Eden Trust (the "Company")

## Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

## Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

2 To the extent not already assigned to the Security Trustee the Company assigned and agreed to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations its right, title and interest from time to time and each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)

2 1 the proceeds of any insurance Policy and all Related Rights,  
2 2 all rights and claims in relation to any Assigned Account, and  
2 2 the Specific Contract

3 Under the Debenture the Company with full title guarantee charged in favour of the Security Trustee as trustee for the Secured Parties with the payments and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of such Company

4 Under the Debenture the Company undertook that it shall not, at any time during the subsistence of the Debenture or any Mortgage, create or permit to subsist any Security over all or any part of its Charged Property other than Security permitted pursuant to the Finance Documents or otherwise with the prior consent of the Security Trustee

Company number

4487099

Name of company

\*insert full name  
of Company

\* The Eden Trust (the "Company")

## 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
CL114116	Bodelva	Main site	The Eden Trust
CL145048	Bodelva	Southern Boundary	The Eden Trust
CL140818	Near North Entrance to site	North of site at Carnecross, Innis Moor	The Eden Trust
CL170290	Near North Entrance to site	North West of Ste at Trethurgy	The Eden Trust
CL64935	Restineas Farm	Fields behind Farm	The Eden Trust
CL132560	Restineas Farm	Fields	The Eden Trust
CL82981	Restineas Farm	The Round House	The Eden Trust
CL161881	Restineas Farm	Strip of Land south of farm	The Eden Trust
CL161523	Land at Vounder Farm	Strip of land to the south of Vounder Farm	The Eden Trust
CL29257	Watering Lane Nursery, Pentewan	Land adjacent to bungalow	The Eden Trust
CL25284	Watering Lane Nursery, Pentewan	Main Nursery Area	The Eden Trust
CL47500	Watering Lane Nursery, Pentewan	Quarantine & Greenhouse area	The Eden Trust
CL85495	Watering Lane Nursery, Pentewan	Land North of Greenhouses	The Eden Trust

For DEFS  
01-BD  
T95

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04487099

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 18th JULY 2007 AND CREATED BY THE EDEN TRUST FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO AIB GROUP (UK) PLC (THE SECURITY TRUSTEE) 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 3rd AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th AUGUST 2007

*Dx. Maner*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES