

MG01

Particulars of a mortgage or charge



IRIS<sup>™</sup>  
LASERFORM

619601/65

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 for**

You cannot use this  
particulars of a charge  
company. To do this  
form MG01s

TUESDAY



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09/03/2010

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COMPANIES HOUSE

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1

**Company details**

Company number

0 0 0 4 1 2 5 4

Company name in full

The Hampshire County Cricket Ground Company Limited

1 6

For official use

→ Filling 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

2 6 0 2 2 0 1 0

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

Legal Mortgage made between (1) the Company and (2) the English Sports  
Council trading as 'Sport England' (the "Lender") (the "Legal Mortgage")

03

4

**Amount secured**

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

Amount secured

All money and liabilities including interest for  
the time being (whether on or at any time after  
such demand) which are due and payable by Hampshire  
Cricket Limited, The Company or Rose Bowl PLC to  
the Lender under the Lottery Funding Agreements, a  
Deed of Settlement and Variation, the Sport England  
Debentures and/or the Letter of Indemnity, whether  
actually or contingently, whether alone or jointly  
with others and whether as principal or surety or  
otherwise, and in whatever name or style (the  
"Secured Sums")

SEE FURTHER, CONTINUATION SHEET 1

**Continuation page**

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

**MG01****Particulars of a mortgage or charge****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						
Name	The English Sports Council t/a Sport England						
Address	3rd Floor Victoria House, Bloomsbury, London						
Postcode	W	C	1	B		4	S E
Name							
Address							
Postcode							

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

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

	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>The Company with full title guarantee hereby charges to the Lender with the payment and discharge of all Secured Sums as a continuing security:</p> <p>(a) by way of first legal mortgage all the property of the Company described below, together with all buildings, structures, trade fixtures and fixed plant and machinery at any time on it and all improvements and additions to it, and any proceeds of sale from it, and</p> <p>(1) A lease dated on or about the date of the Legal Mortgage made between the Provost and Scholars of Queen's College in the University of Oxford (1) and Hampshire County Cricket Ground Company, Limited (The) (2) for a term of <u>999 years from 1 January 1997</u> of land comprising the Cricket areas at the <u>Rose Bowl Botley Road West End</u> near <u>Southampton Hampshire</u>, as shown at <u>Appendix A</u> in the Legal Mortgage</p> <p>(11) A lease dated on or about the date of the Legal Mortgage made between <u>The Provost and Scholars of Queen's College in the University of Oxford</u> (1) and <u>Hampshire County Cricket Ground Company, Limited (The)</u> (2) for a term of <u>125 years from 1 January 1997</u> of land comprising the golf course at the <u>Rose Bowl Botley Road West End</u> near <u>Southampton Hampshire</u> as shown at <u>Appendix B</u> in the Legal Mortgage</p> <p>(111) A lease dated on or about the date of the Legal Mortgage made between the Provost and Scholars of Queen's College in the University of Oxford (1) and Hampshire County Cricket Ground Company, Limited (The) (2) for a term of <u>125 years from 1 January 1997</u> of land comprising the old golf club house at the <u>Rose Bowl Botley Road West End</u> near <u>Southampton Hampshire</u> as shown at <u>Appendix C</u> in the Legal Mortgage</p> <p><b>SEE FURTHER, CONTINUATION SHEETS 2 - 3</b></p>	

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

# MG01

## 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

None

### 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 *Pero Simon UP* X

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

# MG01

## 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 Cole Stacey

Company name Paris Smith LLP

Address Number One London Road

Post town Southampton

County/Region Hampshire

Postcode S 0 1 5 2 A E

Country

DX DX38534 SOUTHAMPTON 3

Telephone 023 8048 2482



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)**

MG01 - continuation page  
Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>DEFINITIONS</b></p> <p><b>"Lottery Funding Agreements"</b> means the Award Letter and Deed of Grant,</p> <p><b>"Award Letter"</b> means the lottery funding deed dated 24 January 1997 between the Hampshire County Cricket Club and the Lender (as amended and restated by the Deed of Grant and the Deed of Settlement and Variation) as amended, supplemented, replaced and/or restated from time to time and notwithstanding any changes to or increase in the principal amount of the grant made available to Hampshire Cricket Limited under it;</p> <p><b>"Deed of Grant"</b> means the lottery funding deed dated 17 August 2001 between the Company and the Lender as amended, supplemented, replaced and/or restated from time to time and notwithstanding any changes to or increase in the principal amount of the grant made available to Hampshire Cricket Limited;</p> <p><b>"Deed of Settlement and Variation"</b> means the deed of settlement and variation between Hampshire Cricket Limited, Rose Bowl PLC and the Lender dated 1 October 2009;</p> <p><b>"Sport England Debentures"</b> means the debenture between Hampshire Cricket Limited and the Lender dated 1 October 2009, and the debenture between Rose Bowl PLC dated 1 October 2009,</p> <p><b>"Letter of Indemnity"</b> means the letter of indemnity from Hampshire Cricket Limited to the Lender and countersigned by Rose Bowl PLC dated 3 November 2009 containing an indemnity for fees,</p> <p style="text-align: center;">CONTINUATION SHEET 1</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(b) by way of fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances (including without limitation the right to the refund of any premiums) or as referred to in Clause 11(h) of the Legal Mortgage.</p> <p>The Company covenants that it shall not without the prior written consent of the Lender:</p> <p>(a) create, or attempt to create, or allow to arise or subsist any Encumbrance (except for a lien arising by operation of law in the normal and proper course of business and/or any permitted Encumbrance over any of the Charged Assets), or increase or extend any liability secured on the Charged Assets by any Permitted Security;</p> <p>(b) except pursuant to paragraph (a) above or pursuant to a Permitted Disposal, sell, transfer, lease or otherwise dispose of any part of the Property (including without limitation any lease comprising the Property) or any estate or interest in it or any interest in the Insurances relating thereto, or agree to do so, or</p> <p>(c) make or permit to be made any material change (as conclusively determined by the Lender, acting reasonably) in the scope of nature of its business (as conducted at the date of the Legal Mortgage).</p> <p><b>DEFINITIONS</b></p> <p><b>"Insurances"</b> means all present and future contracts or policies of insurance relating to the Property taken out by the Company or in relation to the Property in which the Company from time to time has an interest and all proceeds of such policies</p> <p><b>"Encumbrance"</b> includes any charge, debenture, mortgage, lien, security, assignment or any other encumbrance,</p> <p><b>"Charged Assets"</b> means all such property and assets of the Company as are charged to the Lender pursuant to the provisions of the Legal Mortgage;</p> <p><b>"Permitted Security"</b> means,</p> <p>(a) the Compass Legal Mortgage, or</p> <p>(b) any Encumbrance entered into or to be entered by the Company in favour of AIB Group (UK) PLC;</p>

CONTINUATION SHEET 2

# 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	<p><b>"Compass Legal Mortgage"</b> means the legal mortgage between the Company and Compass Contract Services (UK) Limited dated on or about the date of the Legal Mortgage securing a principal amount not exceeding £3 million together with interest, costs, VAT, charges and expenses which are payable by Hampshire Cricket Limited under the debenture granted by it in favour of Compass Contract Services (UK) Limited;</p> <p><b>"Permitted Disposal"</b> means any sale, lease, licence, transfer or other disposal of:</p> <p>(a) the Option Land; or</p> <p>(b) two cottages on the Property to groundsmen and persons described by Paris Smith to Lovells on 23 October 2009 whose occupation has been consented to by the Lender;</p> <p><b>"Option Land"</b> means the land hatched green on the plan attached at Schedule 1 Appendix B of the Legal Mortgage (Plan Number 9851-1-00-9110-ZXX-07),</p> <p><b>"Act"</b> means the Law of Property Act 1925;</p> <p><b>"Intercreditor Deed"</b> means the intercreditor deed between AIB Group (UK) PLC, the Lender, Compass Contract Services (UK) and the Company dated 3 November 2009 containing an indemnity for fees,</p>	

CONTINUATION SHEET 3



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

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

**COMPANY NO. 41254  
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 26  
FEBRUARY 2010 AND CREATED BY HAMPSHIRE COUNTY  
CRICKET GROUND COMPANY, LIMITED (THE) FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM HAMPSHIRE  
CRICKET LIMITED, THE COMPANY OR ROSE BOWL PLC TO  
THE ENGLISH SPORTS COUNCIL T/A SPORT ENGLAND 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 9 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MARCH 2010

*D x/cu*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES