

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

TUESDAY



A10

AT4UOSUB

29/03/2011

30

COMPANIES HOUSE

1

Company details

Company number

0 0 0 4 1 2 5 4

Company name in full

Hampshire County Cricket Ground Company, Limited

(The) ("Company")

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

d2 d2 m0 m3 y2 y0 y1 y1

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 dated 22 March 2011 and made between (1) the Company and
(2) Compass Contract Services (UK) Limited ("**Lender**") ("**Deed**")

4

Amount secured

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

Amount secured

All monies, obligations and liabilities now or in
the future owed or incurred by Rose Bowl plc to the
Lender under clause 14.5(c) of the Agreement
including (without limitation) interest, costs,
charges and expenses charged by the Lender at rates
agreed between it and the Company or in the absence
of express agreement, in accordance with the
Lenders' normal practice for the time being, and
including all monies covenanted to be paid under
the Deed

Continuation page

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

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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	Compass Contract Services (UK) Limited						
Address	Parklands Court, Birmingham Great Park, Rubery,						
	Birmingham						
Postcode	B	4	5		9	P	Z
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

1. DEFINITIONS

In the Deed, unless the context otherwise requires

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"Agreement" means the shareholder's agreement dated on or around the date of the Deed made between (1) Rose Bowl plc (2) Hampshire Cricket Limited (3) the Lender and (4) Rose Bowl Experience Limited as that agreement may from time to time be amended, varied, novated, supplemented or replaced

"Charged Assets" means, in relation to the Company, all assets of the Company described in Clause 3 1 (Fixed Charges) of the Deed

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance

"disposal" includes any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the grant of a licence or permission to assign or sublet, the creation of a trust or other equitable interest or any other proprietary right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and any agreement or attempt to do any of the foregoing and **"dispose"** and **"disposition"** shall be construed accordingly

continued/

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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 Nil

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 870).

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 866). 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 *DLA Pinner UK LLP.* X

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

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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 Simon Wright

Company name DLA Piper UK LLP

Address Victoria Square House

Post town Birmingham

County/Region

Postcode B 2 4 D L

Country

DX DX. 13022 BIRMINGHAM 1

Telephone 0121 281 3729



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 or email 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

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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	<p>1. DEFINITIONS (continued)</p> <p>"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing.</p> <p>"Enforcement Date" means the date on which Rose Bowl plc has failed to pay to the Lender any amount due under clause 14 5(c) of the Agreement for a period of 3 days following the due date for payment</p> <p>"Fixtures" means, in relation to a Property, all fixtures and fittings (including trade fixtures and fittings but excluding any fixtures and fittings belonging to a tenant of the Company), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law</p> <p>"Holding Company" means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary</p> <p>"Incapacity" means, in relation to a person, the insolvency, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in the composition of the partnership)</p> <p>"Insurances" 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>"Lease" means the lease of part of the Property entered into on or around the date of the Deed between (1) the Company, and (2) Rose Bowl plc</p> <p>"Permitted Disposal" means</p> <p>(a) a disposal of insurance moneys pursuant to clause 8 2 of the Deed,</p> <p>(b) a disposal arising as a result of a Permitted Encumbrance,</p> <p style="text-align: right;">continued/ .</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. DEFINITIONS (continued)</p> <p>"Permitted Disposal" (continued)</p> <p>(c) a disposal to RB Hotels Limited of the land and buildings known shortly as The Hotel at The Rose Bowl, Botley Road, West End, Southampton, Hampshire as is shown shaded in red on the plan annexed at Schedule 3 of the Deed, including all buildings additions and alterations thereto together with all fixtures from time to time annexed thereto to enable the construction of a four star hotel upon such site,</p> <p>(d) the licences and / or serviced tenancies in place pursuant to which two cottages situated on the Property are occupied by groundsmen and their families,</p> <p>(e) the shared occupation of the Property by an Affiliate of the Company,</p> <p>(f) the granting of an underlease of.</p> <p>(1) the land currently used as an overflow car park,</p> <p>(11) leasehold land known as Golf Club House, West End, Southampton, registered at the Land Registry with title absolute with title number HP725539; and</p> <p>(111) the leasehold land known as Golf Course, Botley Road, West End, Southampton, registered at the Land Registry with title absolute with title number HP725552,</p> <p>to RB Hotels Limited,</p> <p>(g) a disposal of the Property pursuant to the Lease;</p> <p>(h) any lease, licence, deed of easements, rights and covenants to be given to enable the supply of utilities to the Property or any adjoining property,</p> <p>(1) the granting of an underlease of the land known as the hotel car park as is shown shaded in pink and yellow hatched red on the plan annexed at Schedule 3 of the Deed to RB Hotels Limited, or</p> <p>(j) following the exercise of rights to require such surrender by Queens College Oxford (such rights created by an agreement dated 26 February 2010), the surrender of a parcel of land near Moorhill Road as is shown hatched green on the plan annexed at Schedule 4 of the Deed</p> <p style="text-align: right;">continued/ .</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. DEFINITIONS (continued)</p> <p>"Permitted Encumbrance" means</p> <ul style="list-style-type: none"> (a) any Encumbrance arising under the Deed, (b) Encumbrances in favour of AIB Group (UK) plc and The English Sports Council, trading as Sports England, (c) any Encumbrance in favour of Eastleigh Borough Council; (d) any lien arising over property other than land by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Company; (e) any netting or set-off arrangement entered into by the Company in the ordinary course of its banking arrangements for the purpose of netting its debit and credit balances, (f) any Encumbrance under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Company in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Company, or (g) any Encumbrance consented to by the Lender in writing (such consent not to be unreasonably withheld or delayed) <p>"Property" means the property specified in Schedule 1 of the Deed being</p> <ul style="list-style-type: none"> (a) the leasehold land known as the Hampshire Rose Bowl, County Cricket Ground, West End, Southampton, registered at the Land Registry with title absolute with title number HP725553; (b) the leasehold land known as Golf Club House, West End, Southampton, registered at the Land Registry with title absolute with title number HP725539, and (c) the leasehold land known as Golf Course, Botley Road, West End, Southampton, registered at the Land Registry with title absolute with title number HP725552 <p>"Receiver" means any receiver and/or manager not being an administrative receiver (within the meaning of section 29(2) Insolvency Act 1986) appointed by the Lender pursuant to Clause 7 1 (Appointment) of the Deed.</p> <p>"Secured Obligations" means all monies, obligations and liabilities covenanted to be paid or discharged under or pursuant to Clause 2 1 (Covenant to pay) of the Deed</p>	continued/ . .

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>1. DEFINITIONS (continued)</p> <p>"Subsidiary" shall have the meaning given to subsidiary undertaking in section 1162 Companies Act 2006 and "Subsidiaries" means all or any of the same, as the context requires</p> <p>2. SECURED OBLIGATIONS</p> <p>2.1 Covenant to pay</p> <p>The Company covenants that it will on demand repay all monies, obligations and liabilities now or in the future owed or incurred by Rose Bowl plc to the Lender under clause 14 5(c) of the Agreement including (without limitation) interest, costs, charges and expenses charged by the Lender at rates agreed between it and the Company or in the absence of express agreement, in accordance with the Lenders' normal practice for the time being, and including all monies covenanted to be paid under the Deed</p> <p>3. CHARGES</p> <p>3.1 Fixed Charges</p> <p>The Company, with full title guarantee, charges to the Lender as a continuing security for the payment and discharge of the Secured Obligations</p> <p>(a) by way of legal mortgage, the Property and any proceeds of sale from it; and</p> <p>(b) by way of fixed charge, all monies 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</p> <p>3.2 Restrictions on dealing with Charged Assets</p> <p>The Company thereby covenants that it will not</p> <p>(a) with the exception of a Permitted Disposal dispose of the Property in whole or in part without the prior written consent of the Lender,</p> <p>(b) with the exception of a Permitted Encumbrance, create or attempt to create or permit to subsist in favour of any person other than the Lender any Encumbrance on or affecting the Charged Assets or any part thereof</p> <p style="text-align: right;">continued/ .</p>	

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Short particulars	<p>4. FURTHER ASSURANCE</p> <p>4.1 Further assurance</p> <p>The Company shall if and when at any time required by the Lender execute such further Encumbrances and assurances in favour or for the benefit of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to all or any of the Charged Assets to register, perfect, maintain or protect the Lender's security over the Charged Assets or any part thereof or to facilitate the realisation of the same</p> <p>4.2 Certain documentary requirements</p> <p>Such further Encumbrances and assurances shall be prepared by or on behalf of the Lender at the expense of the Company and shall contain</p> <ul style="list-style-type: none"> (a) an immediate power of sale without notice; (b) a clause excluding section 93 Law of Property Act 1925 and the restrictions contained in section 103 Law of Property Act 1925, and (c) such other clauses for the benefit of the Lender as the Lender may reasonably require, <p>provided that they are on terms no more onerous than those contained in the Deed</p> <p>4.3 Implied Covenants</p> <p>The provisions of Clause 5.1 (<i>Further assurance</i>) of the Deed shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in the Deed by virtue of the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>5. ENFORCEMENT</p> <p>5.1 Enforcement</p> <p>At any time on or after any Enforcement Date the Lender shall be entitled to make demand for payment of the Secured Obligations and, if such demand is not met in full, to enforce the security (in whole or in part) created by the Deed</p> <p style="text-align: right;">continued/ .</p>	

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Short particulars	<p>5. ENFORCEMENT (continued)</p> <p>5.2 Powers of the Lender on enforcement</p> <p>(a) At any time on or after the Enforcement Date the Lender may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by the Deed and all the powers and discretions conferred by the Deed on a Receiver either expressly, by law or by reference;</p> <p>(b) For the purposes of section 101 Law of Property Act 1925, the monies secured by the Deed shall be deemed to have become due immediately after the execution of the Deed</p> <p>5.3 Subsequent Encumbrances</p> <p>If the Lender receives notice of any subsequent Encumbrance (which shall, for the avoidance of doubt, not include any Permitted Encumbrance) affecting all or any of the Charged Assets, the Lender may open a new account for the Company. If it does not do so then, unless the Lender gives express written notice to the contrary to the Company, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Company to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Company to the Lender at the time when it received such notice.</p> <p>5.4 Statutory power of leasing</p> <p>At any time on or after the Enforcement Date, the Lender shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Lender shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 Law of Property Act 1925, including, for the avoidance of doubt, the power to exercise any break clause contained in the Lease or any other lease of the Property</p> <p>5.5 Fixtures</p> <p>At any time on or after the Enforcement Date or if requested by the Company the Lender may sever, and sell separately, any Fixtures from the Property</p> <p style="text-align: right;">continued/.</p>	

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Short particulars	<p>6. POWER OF ATTORNEY</p> <p>6.1 Appointment</p> <p>The Company by way of security irrevocably appoints each of the Lender and any Receiver severally to be its attorney in its name and on its behalf at any time after the occurrence of an Enforcement Date</p> <p>(a) to do all things which the Company may be required to do under the Deed,</p> <p>(b) to execute and complete any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominees or any purchaser;</p> <p>(c) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in Clause 4 (Further assurance) in the Deed, and</p> <p>(d) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under the Deed or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in by the Lender or such Receiver of the Charged Assets or in connection with any other exercise of any power under the Deed and including, but not limited to a power in favour of any Receiver to dispose for value of any of the assets of the Company over which such Receiver may not have been appointed and which are located at the Property without being liable for any losses suffered by the Company, or any part thereof</p> <p>6.2 Ratification</p> <p>The Company ratifies and confirms (and agrees to do so) whatever any such attorney shall do, or attempt to do, in the exercise of all or any of the powers, authorities and discretions pursuant to Clause 10 1 (Power of Attorney) of the Deed</p>	continued/ .

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Short particulars	<p>7. CONTINUING SECURITY AND OTHER MATTERS</p> <p>7.1 Continuing security</p> <p>The Deed and the obligations of the Company under the Deed shall extend to the ultimate balance from time to time owing in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever</p> <p>7.2 Liability unconditional</p> <p>The liability of the Company shall not be affected by reason of</p> <ul style="list-style-type: none"> (a) the incapacity or any change in the name, style or constitution of any other person liable, (b) the Lender granting any time, indulgence or concession to, or compounding with, discharging, releasing or varying the liability of any other person liable, or (c) any amendment, variation or waiver (however material or fundamental) of the Agreement <p>7.3 Collateral Instruments</p> <p>The Lender shall not be obliged to make any claim or demand on the Company or any other person liable or to resort to any Collateral Instrument or other means of payment before enforcing the Deed and no action taken or omitted in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of the Company. The Lender shall not be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment.</p> <p>7.4 Suspense accounts</p> <p>Any money received pursuant to the realisation of any security created pursuant to the Deed (whether before or after any Incapacity of the Company or any other person liable) may be placed to the credit of an interest-bearing suspense account with a view to preserving the rights of the Lender to prove for the whole of its claims against the Company or any other person liable.</p> <p style="text-align: right;">continued/</p>	

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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

7. CONTINUING SECURITY AND OTHER MATTERS (continued)

7.5 Settlements Conditional

Any release, discharge or settlement between the Company and the Lender shall be conditional upon no security, disposition or payment to the Lender by the Company or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition is not fulfilled the Lender shall be entitled to enforce the Deed as if such release, discharge or settlement had not occurred and any such payment had not been made



**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. 20

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 22
MARCH 2011 AND CREATED BY HAMPSHIRE COUNTY
CRICKET GROUND COMPANY,LIMITED(THE) FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ROSE BOWL PLC
TO COMPASS CONTRACT SERVICES (UK) LIMITED 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
29 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 MARCH 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES