

MR01

Particulars of a charge

040610/13

Oyez

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

TUESDAY



R59LEJGP

RCS

21/06/2016

#50

COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**

1 Company details

Company number

8 7 9 9 8 1 9

Company name in full

BLACKHEATH SURREY CRICKET CLUB LIMITED

For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date

2 0 0 6 2 0 1 6

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name

ENGLAND AND WALES CRICKET BOARD LIMITED, Lords

Cricket Grounds, St John's Wood, London NW8 8QZ

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

FIXED CHARGE over a Lease dated 30 July 2015 of Blackheath Cricket Club's Cricket Ground at Blackheath Lane, Blackheath (GU4 8RB)

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☒ No (as above only)

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☒

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X  X

N. Harrison Director/Trustee

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name

Anthony Garcia-Deleito

Company name

Barlow Robbins LLP

Address

Church House

30 Church Street

Godalming

Post town

County/Region

Postcode

G U 7 1 E P

Country

DX

DX 58351 Godalming 2

Telephone

01483 417121



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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 8799819

Charge code: 0879 9819 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th June 2016 and created by BLACKHEATH SURREY CRICKET CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st June 2016

Given at Companies House, Cardiff on 25th June 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

20TH JUNE

2016

England and Wales Cricket Board Limited

and

Blackheath Surrey Cricket Club Limited

LEGAL CHARGE

relating to

Cricket Ground at Blackheath Cricket Club
Blackheath Lane
Blackheath
Guildford
Surrey GU4 8RB

We certify that this is a true and
complete copy of the original

Barlow Robbins LLP 20/6/16

BARLOW ROBBINS LLP

Solicitors

30 Church Street, Godalming
Surrey GU7 1EP

THE LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 2002

Administrative Area	Surrey - Guildford
Title Number	N/A
Property	Cricket Ground at Blackheath Cricket Club Blackheath Lane Blackheath Guildford Surrey GU4 8RB

PARTICULARS

DATE *20th JUNE* 2016

1 Definitions and Interpretations

- | | | |
|-----|-----------------------|--|
| 1 1 | "Award" | means the individual award from ECB in the sum of £150,000.00 granted by the Chargee to the Chargor subject to the terms and conditions contained in the Award Letter and the Terms and Conditions |
| 1 2 | "Award Letter" | means the award letter sent to the Chargor by the Chargee dated 24 August 2012 |
| 1 3 | "Chargee" | means England and Wales Cricket Board Limited ('ECB') of Lords Cricket Ground, St Johns Wood, London NW8 8QZ |
| 1 4 | "Chargor" | Blackheath Surrey Cricket Club Limited (Company 8799819) whose registered office is at Tangle Pavilion, Blackheath Lane, Blackheath, Guildford, Surrey GU4 8RB |

- 1 5 **"Property"** means the leasehold property known as
Cricket Ground at Blackheath Cricket Club
Blackheath Lane Blackheath Guildford Surrey
GU4 8RB and more particularly described in a
lease dated the date hereof made between
The Honourable Peter Meldrum Herbert (1)
and the Chargor (2)
- 1 6 **"Secured Liabilities"** means all sums and contingent liabilities now
or at any time in the future being or becoming
due or owing by the Chargor to the Chargee
under the terms of the Award and/or the
Terms and Conditions
- 1 7 **"Terms and Conditions"** dated 21st April 2010 as varied from time to
time

- 2 The Chargor hereby covenants with the Chargee that it will pay perform and
discharge the Secured Liabilities as and when the same become due
- 3 The Chargor with full title guarantee charges to the Chargee
- 3 1 the Property
- 3 2 any other interest in the Property,
- 3 3 all rents receivable from any lease granted out of the Property
- 3 4 the proceeds of any insurance affecting the Property
- 3 5 all fixtures and fittings not forming part of the Property
- 3 6 all plant and machinery at the Property, including any associated warranties and
maintenance contracts
- 3 7 all furniture, furnishings, equipment, tools and other goods kept at the Property,
that are not regularly disposed of in the ordinary course of business

by way of legal mortgage with payment or discharge of the Secured Liabilities payable upon demand upon the breach by the Chargor of or under any of the terms and conditions of the Award Letter and/or the Terms and Conditions

- 4 The Chargor will permit the Chargee at any time to inspect the Property
- 5 The Chargee may appoint or remove a receiver or receivers of the Property If the Chargee appoints a receiver, the Chargee may fix and pay the receiver's fee and expenses The receiver will be the Chargor's agent and the Chargor (not the Chargee) will be responsible for the acts, defaults and remuneration of the receiver
- 6 Section 103 of the Law of Property Act 1925 shall not apply to this security
- 7 At any time after the money secured by this Deed has become due and payable and this security has become enforceable the power of sale as amended or varied by this Deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in that the Law of Property Act 1925 as to the giving of notice or otherwise
- 8 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Chargee may think fit
- 9 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Chargee shall at any time or times hereafter (and whether or not it has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under or accept surrenders of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit For the purposes of the exercise of these powers the provisions of the Law of Property 1925 sections 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100(12)

- 10 1 This deed is in addition to any other security for the Chargor's obligation held by the Chargee now or in the future. The Chargee may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or the Chargee's other rights.
- 10 2 On request the Chargor will execute any deed or document, or take any other action required by the Chargee, to perfect or enhance the Chargee's security under this deed.
- 11 To give effect to this deed and secure the exercise of any of their powers, the Chargee irrevocably appoints the Chargor, and separately any receiver, to be the Chargor's attorney (with full power of substitution and delegation), in the Chargor's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.
- 12 Where the Chargor is more than one person the Chargor's obligations include their joint and several liabilities. References to Chargor are to them together and separately.
- 13 1 All consents, notices and demands must be in writing.
- 13 2 The Chargee may deliver a notice or demand to the Chargor at the address set out in the Award Letter.
- 13 3 A notice or demand signed by an official of the Chargee will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6 00pm on a business day, or otherwise on the next business day. A business day is a weekday other than a national holiday.
- 13 4 A notice from the Chargor to the Chargee will be effective on receipt.
- 14 The Chargor hereby applies to the Chief Land Registrar for a restriction in favour of the Chargee to be entered in the property register of the title under which the Property is registered in the following terms:
- "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered

before the entry of this restriction, is to be registered without a written consent signed by the propnetor for the time being of the Charge dated 20/6/16 in favour of England and Wales Cricket Board Limited referred to in the Charges Register or their conveyancer "

Executed as a Deed by
ENGLAND AND WALES CRICKET
BOARD LIMITED acting by

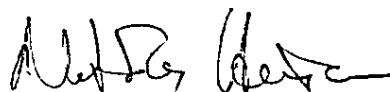
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)
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Director

Director/Secretary

Executed as a Deed by
BLACKHEATH SURREY CRICKET
CLUB LIMITED acting by

)
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Director

Director/Secretary

