



THE AGEAS BOWL
DIAMOND DEBENTURE



THE JOURNEY CONTINUES....





You are probably aware that construction of our 175 bedroom 4 star hotel commenced in September 2012 and is scheduled for completion in spring 2014.

With the arrival of the hotel we will unveil the new 18-hole golf course and a luxury spa. Complementing the existing facilities, I believe The Ageas Bowl will become Hampshire's number one leisure destination venue.

Our International cricket calendar currently consists of:

2013

ODI: England vs Australia
ODI: England vs New Zealand
T20: England vs Australia

2014

Test Match: England vs India

2015

ODI: England vs New Zealand
ODI: England vs Australia

2016

ODI: England vs Pakistan
T20: England vs Sri Lanka

International Fixtures for 2017 are yet to be confirmed.

Demand for premium International tickets has historically been very high, often exceeding supply, so what better way to secure your seats and enjoy your cricket than by participating in our new Diamond Debenture Scheme, you will even earn money at the same time.

The new Diamond Debenture complements our oversubscribed Silver, Gold and Platinum schemes. It will earn you 6% interest per annum on your investment and provide you with the "best seat" in the house. I hope that you find the following information of interest and I look forward to seeing you enjoying the benefits of The Ageas Bowl Diamond Debenture Scheme in the near future.

Rod Bransgrove;
Chairman, Hampshire Cricket



THE FUTURE...

The Ageas Bowl is undergoing transformation into a world-class Test Match ground and international destination resort at a cost of £48million.

The two new stands, completed in 2010, have increased permanent capacity for cricket matches from 10,000 to 15,000 and maximum capacity with the inclusion of semi-permanent seats, has increased from 20,000 to 25,000. The Ageas Bowl has thus become the second biggest ground in the country after Lord's.

The 2013 - 2017 International cricket schedule guarantees the world's best cricketers at The Ageas Bowl every year.



The 175 bedroom 4 star deluxe Hilton hotel, due to open 2014, is being constructed at the northern end of the ground, overlooking the playing surface. The hotel will house a major regional conference facility, restaurant and spa as well as the club house for the new 18-hole golf course.

To complement the amazing new physical infrastructure, The Ageas Bowl is installing best in-class systems and processes to ensure spectators and visitors enjoy the highest possible standards of comfort, information and catering. The Ageas Bowl will truly be 'Beyond First Class'.



THE BEST SEAT IN THE HOUSE Your Diamond Debenture seat will be on a balcony on the two upper floors of the hotel.





THE AGEAS BOWL DIAMOND DEBENTURE



£7,500 INVESTMENT, 6% INTEREST ON YOUR INVESTMENT, PAID ANNUALLY.

The key benefits of The Ageas Bowl Diamond Debenture Scheme are as follows:

- Runs to 31st December 2017.
- 6% (gross) interest on your investment, paid annually in December until December 2017.
- No administration fees apply.
- An option (from summer 2014-17) to purchase a place in hospitality box for 10 people in the new hotel with a seat on the balcony.
 - ECB controlled International Matches (Tests, One Day Internationals and International T20 matches)
 - ECB controlled Domestic Finals such as T20 Finals Day.

- Private service with food and drinks included in the ticket price.
- Guaranteed complimentary car parking.
- In 'Year 1' an alternative Diamond Debenture seating location with hospitality options will be made available for purchase during the construction phase of the hotel (i.e. in 2013).
- **The 'Diamond Cluster'**
Ten Diamond Debentures can be purchased at a discounted cost of £70,000. Ten Diamond Debentures purchased together ("a Diamond Cluster") will be allocated seats within the same private box.
- We will endeavour to negotiate and offer Diamond Debenture Holders a priority booking

period for seats for any other major events staged at The Ageas Bowl where Rose Bowl plc does not have the necessary rights to offer these tickets.

- Existing Platinum, Gold and Silver Debenture holders have the opportunity to upgrade their debentures to the new Diamond Debenture.

The benefits above constitute a brief summary only of the key rights and benefits attaching to Diamond Debentures. Those rights, as well as the offer and issue of Diamond Debentures, are subject to the conditions and are otherwise in all respects governed by the Terms and Conditions that are set out on pages 8 to 31 inclusive of this document and the enclosed Application Form. You should therefore ensure that you read and

understand such Terms and Conditions, on pages 8 to 31, and the Application Form before you apply for Diamond Debentures. In addition you should read the section headed "Risk Factors" in Part 2 of this document. A subscription in the Diamond Debenture involves a degree of risk and may not be suitable for all recipients of this document. A prospective investor should consider carefully whether an investment is suitable for them in light of their personal circumstances and the financial resource available to them.

To subscribe to the Diamond Debenture Scheme, please complete the enclosed Application Form or call **02380 475 635** for further information.

DEBENTURE TERMS AND CONDITIONS



THIS DOCUMENT IS IMPORTANT. It constitutes an invitation to subscribe for Diamond Debentures ("Debentures") in Rose Bowl plc (the "Company"), on the terms and conditions set out in this document (the "Offer"). The Debentures will be non convertible, unsecured, non-transferable, will carry an annual interest payment of 6%, will be repayable on 31st December 2017, and will have the other rights and benefits set out in this document.

This document which is a financial promotion for the purposes of Section 21 of the Financial Services and Markets Act 2000 ("FSMA") has been issued by Rose Bowl plc which accepts responsibility for the information contained herein. This document has been approved as a financial promotion for UK publication by BDO LLP ("BDO"), 55 Baker Street, London W1U 7EU, which is authorised by the Financial Services Authority (FSA) to conduct investment business. BDO is acting exclusively for the Company in connection

with the issue of the Debentures and for no one else, and will not regard any other person as its customer or be responsible to any other person for providing the protections afforded to customers of BDO or for advising any such person in relation to the issue of the Debentures.

This document does not constitute an offer of transferable securities to the public and accordingly this document does not constitute a prospectus to which the Prospectus Rules of the FSA apply. Therefore, this document has not been approved by the FSA or any other regulatory body.

You should ensure that you read and understand all of this document before applying for Debentures. If you are in any doubt as to the contents of this document, or whether subscribing for Debentures is a suitable investment for you, you should seek your own independent advice from an appropriately

qualified adviser authorised under the Financial Services and Markets Act 2000 who specialises in advising on the acquisition of unlisted debt securities.

ROSE BOWL plc

Incorporated and registered in England and Wales as a public limited company with registered number 04368413.

Registered address:

The Ageas Bowl, Botley Road, West End, Southampton, Hampshire, SO30 3XH.

Debenture offer runs to 31/12/2017

The information contained in this document is, to the best of the knowledge and belief of the officers of the Company, clear, fair and not misleading as

at the date of this document. You should rely only upon the information contained in this document. The Company has not authorised anyone to provide you with different information.

Investments in the Debentures involve certain risks. Your attention is drawn to certain factors that should be considered in connection with an investment in the Debentures, please see the section headed "Risk Factors" in Part 2 of this document. The Debentures are an unsecured debt of the Company and they may not be a suitable investment for all recipients of this document.

The procedure for application is set out in the enclosed Application Form. The application list for the Debentures hereby offered will open on 10th October 2012 and will close at 3:00pm on 30th November 2012 or such later date as the Company may decide.



The distribution of this document into jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this document comes should inform themselves about and observe all such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction. This document does not constitute an offer, or the solicitation of an offer, to subscribe for or purchase Debentures to any person in any jurisdiction to whom it is unlawful to make such an offer or solicitation in such jurisdiction.

Dated: 10th October 2012



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PART 1 – Summary

This summary conveys the essential characteristics associated with the Debentures and the Company and should be read as an introduction to this document. Any decision to invest in the Debentures should be based on consideration of this document as a whole.

1 Principal Terms of the Offer

1.1 Types Of Debenture

Two types of Debenture are being offered pursuant to this Offer:

- Diamond Debentures, costing £7,500 each.
- Diamond ‘Cluster’ Debentures (x10 Diamond Debentures), costing £70,000 each.

1.2 Matches

Each Debenture will entitle the holder to a priority application for purchasing a place in a hospitality box in 2013, and a place in a hospitality box in the hotel with a seat on the balcony of that hospitality box for all Debenture Matches held at The Ageas Bowl between 2014 and 2017 inclusive.

Diamond Cluster Debentures will entitle the holder to a hospitality box of ten places including ten seats on the balcony of the hospitality box for all Debenture Matches held at The Ageas Bowl between 2014 and 2017 inclusive.

Debenture Matches are Major Matches (Being Test Matches, ODI’s, International T20’s and Domestic Finals) as well as Quarter/Semi Finals of Domestic Competitions (currently CB40 and T20). The Major Match programme which has as at the date of this Offer been allocated to The Ageas Bowl by the ECB for 2013 to 2016 is set out below.

2013 ODI: England vs Australia ODI: England vs New Zealand T20: England vs Australia 2014 Test Match: England vs India 2015 ODI: England vs New Zealand ODI: England vs Australia 2016 ODI: England vs Pakistan T20: England vs Sri Lanka.

1.3 Other events

As well as a right to purchase tickets for Debenture Matches, the Debentures will confer a right to purchase tickets to occupy their Designated Place at Additional Events held at

The Ageas Bowl in respect of which the Company controls Ticket Marketing Rights. For Additional Events that the Company does not control the Ticket Marketing Rights, it will endeavour to procure that priority ticket purchasing rights are granted to Debenture Holders.

1.4 Ticket rights

Provided the Company has itself been notified by the ECB, Debenture Holders will be notified on or before 1 September 2013 - 2016 inclusive details of Major Matches scheduled to be held in the following year. They will have a priority period between 1 September and 30 September to purchase tickets to occupy their Designated Seats for those matches. They will also have separate priority periods for each relevant Additional Event. Places purchased by Debenture Holders using their Ticket Rights can be occupied by them and/or their guests.

For all other Debenture Matches (those excluding Major Matches) Debenture Holders must purchase tickets no later than 7 days prior to each Debenture Match Day, and the Company will notify Debenture Holders of such fixtures within 4 weeks of it receiving notification from the ECB. However, if a Debenture Match is arranged in less than 6 weeks (e.g. CB40 Semi-Final) then the Company will not be required to notify the Debenture Holders, but the Designated Places will be left available for Debenture Holders until the start of the Debenture Match.

The final date for Debenture Holders to use their Ticket Rights to purchase tickets for the 2013 Major Matches is 31 December 2012.

1.5 Places

Diamond Debentures will entitle their holders to purchase a place in a private box in the new hotel from the completion of the hotel which is expected to be in the Summer of 2014. Prior to the availability of these places alternative premium places with hospitality will be made available.

1.6 Benefits

Debenture holders who purchase a place in accordance with their Ticket Rights will

Be entitled to the following benefits:

- Dedicated Bar
- Inclusive Drinks
- Inclusive Dining
- Private Facilities

Further details of these benefits are contained in clause 5.2 of Part 4 (Terms and Conditions).

1.7 Repayment

Each Debenture will be repayable at its Nominal Value in December 2017 (£7,500 per Diamond Debenture and £70,000 per Diamond ‘Cluster’ Debenture). Debentures will cease to have any rights (whether to Designated Places, other benefits, interest or otherwise) after they have been repaid.

1.8 Interest

Each Debenture will carry an annual interest payment of 6% of its Nominal Value which will be paid annually in December in each year between 2013 and 2017 inclusive. The first interest payment will be pro-rata and calculated from (a) the first day of the month following the date that payment of the Nominal Value is received by the Company in respect of applications for Debentures which are accepted by the Company to (b) 31 December 2013 to be paid in January 2014. The second interest payment will be paid on 31 December 2014 and will relate to the period from 1 January 2014.

The Company will deduct tax payable on these interest payments if it is legally required to do so, in which case it shall issue the relevant holders of Debentures a tax deduction certificate.

1.9 Transfer

The Debentures are not transferable save on death. See Clause 2 of Part 2 and Clause 8 of Part 4 for further details.

2 Reasons for the Offer

The Ageas Bowl is undergoing a major development programme (“Development”), funded via a combination of sources, one of which is The Diamond Debenture scheme. It is intended that the Diamond Debenture scheme will help the Company to fund the construction of the new hotel, club house and golf course with associated facilities, which will form part of the Development. It is intended that 260 Diamond Debentures will be issued raising between £1.82 million and £1.95 million depending upon the number of single Diamond Debentures or Diamond Clusters subscribed for. Debentures will not be issued until a minimum of ten Diamond Debentures have been subscribed for, raising £75,000.

3 Financial Information Relating To The Company

Part 6 contains financial information which has been extracted without material adjustment from the audited financial statements of the Company for the period ended 31 December 2011. Your attention is drawn to the paragraphs in this document under the headings "Chairman's Statement" on page 19; "Principal risks and uncertainties" extracted from the report of the Directors on page 22 and "Going Concern" on page 22.

4 Contacting The Company / Tours Of The Ageas Bowl

In order to help you choose to invest in a Diamond Debenture, we will be happy to organise a tour of the Stadium and to show models and seating plans of the new hotel. Please contact the Debenture Administrator to arrange a visit. Any correspondence relating to the Diamond Debentures should be addressed to

The Debenture Administrator ;The Ageas Bowl; Botley Road; West End; Southampton; Hampshire; SO30 3XH
Tel. 023 8047 5635

PART 2 – Risk Factors

Prospective Debenture Holders should carefully consider whether a debenture is appropriate for them having regard to the risk factors below, in addition to the other information contained in this document, before making a decision to apply for a Debenture.

Section 1 – Debenture Risk Factors

1 Long-Term Commitment

The Nominal Value of the Debentures is only required to be repaid in December 2017. The Company currently has and is likely to continue to have other secured and unsecured indebtedness during the period of the Debentures. The ability of the Company to repay the Debentures in 2017 is not guaranteed therefore your investment, in whole or part of, may be lost. In addition, there is no guarantee that the Company will be in a position to pay interest due on Debentures.

2 Non-Transferable (Save On Death)

The Debentures are non-transferable (save on the death of a Debenture Holder and then only to the legal personal representative of such Debenture Holder or to a beneficiary so entitled under the estate of such Debenture Holder). As a result, a Debenture Holder will not be able to sell his Debenture in order to realise any value. This may have a negative effect on the value of Debentures.

3 Difficult to Value

As the Debentures will be non-transferable (save on the death of a Debenture Holder as aforesaid) there will not be any market in the Debentures, and it may therefore be difficult to value the Debentures.

4 Unsecured Debt

The Debentures are an unsecured debt of the Company and will rank pari passu with all existing and future unsecured debts of the Company. If the Company were to become insolvent, there is a risk that (a) some or all of the Nominal Value of the Debentures will not be redeemed and (b) some or all of the interest due on the Debentures will not be paid.

5 Redemption on Bankruptcy and or Suspension of Rights

The Company, in its absolute discretion, in the event of the bankruptcy or similar occurrence in relation to a Debenture Holder, may exercise its right to redeem a Debenture in which case interest will cease to accrue once the Debenture has been redeemed. Where a Debenture Holder breaches the Offer Terms, the Ticket Conditions, or the Ground Regulations, the Company may suspend or withhold the rights attaching to a Debenture.

6 No Membership Rights

Purchase of a Debenture does not confer on a Debenture Holder any entitlement to become any class of member of the Company.

7 No Right to Renewal or Priority on any Future Debenture Issues

The Debentures will expire in December 2017 and carry no rights to renewal or (subject to clause 15.3 of Part 4 (Terms and Conditions)) priority in any future debenture issues by the Company.

8 Previous Debenture Issues

The past performance of previous Debenture issues by the Company should not be taken as a reliable indicator of future performance.

Section 2 – Ticket Risk Factors

1 No Sale of Tickets

Debenture Holders will not be entitled to sell their tickets obtained by virtue of being a Debenture Holder.

2 Bad Weather

Play at The Ageas Bowl is subject to the weather and may be suspended or terminated on any day due to bad weather or bad light.

Any refund policy in respect of any tickets purchased by Debenture Holders pursuant to the Ticket Rights will be in accordance with the Ticket Conditions.

3 Programme Of Matches

Although the Company has received notice from the ECB that the Major Matches listed in the table at clause 1.2 in Part 1 will be held at The Ageas Bowl, the terms of the agreements relating to the staging of those games may be breached leading to those Major Matches not being held. Also, there is no guarantee of the number of other Debenture Matches or Debenture Match Days which will be held at The Ageas Bowl.

However, the Company proposes to actively bid for more Debenture Matches (including Major Matches) to be held at The Ageas Bowl during the period of the Debentures.

4 External Factors

Debenture Matches or Debenture Match Days could be disrupted by external factors such as security alerts, political situations, disagreements within the cricketing bodies, countries and clubs and the imposition of restrictions on health and safety grounds.

PART 3 – Application and Allocation Procedure

Section 1 – Procedure for application for Debentures

- 1 Applications for Debentures must be made on or before 30 November 2013 (or such later date as the Company, in its absolute discretion, shall prescribe) on the Application Form signed by the applicant and shall be accompanied by a cheque made payable to "Rose Bowl plc - Debenture Account" for the Price.
- 2 Failure to complete an Application Form properly may lead to rejection. Any Application Form accompanied by a cheque which, for any reason, is not honoured on first presentation may be rejected.
- 3 Once submitted, an application shall be irrevocable without the prior written consent of the Company.
- 4 No interest shall be payable by the Company on the Price whilst a cheque is held by the Company (irrespective of whether the relevant application is accepted or rejected in whole or in part).
- 5 Any cheque held by the Company in respect of an application which is rejected by the Company (or, in the case of a rejection in part, such monies as relate to the part so rejected) shall be returned to the relevant applicant within 28 days of such rejection. Such refund shall be made either (a) by sending a cheque for the relevant amount to the address of the applicant as specified in the relevant Application Form, or to such applicant's legal personal representative or beneficiary in the case of his death, or (b) by payment to the relevant applicant's Nominated Bank Account as specified in the relevant Application Form.
- 6 Applications in joint names of two or more persons are not allowed and will be rejected.
- 7 Applicants may complete the section in the Application Form asking for a preference as to the location of the Designated Place in respect of the Debenture(s) to be issued to them, but such preference will not be binding on the Company, and the allocation of Designated Places will be entirely within the Company's discretion.

- 8 Applicants may complete the section in the Application Form asking for some or all of any types of Debenture which they have applied for and which are oversubscribed to be changed to alternative Debentures.
- 9 Failure by an Applicant to complete in the Application Form the specified details of their Nominated Bank Account may invalidate their application, at the discretion of the Company.
- 10 Holders of existing Platinum, Gold and Silver Debentures have the opportunity to upgrade their debentures to the new Diamond Debenture by transferring the value of their current debenture to the Diamond Debenture and paying the difference to the cost of the Diamond Debenture. However upon transferring a debenture, the repayment date becomes the repayment date for the Diamond Debenture.

Section 2 – Procedure for allocation of Debentures

- 1 Allocation of Debentures will be made by the Company in its absolute discretion and successful applicants will be notified by an allocation letter sent by ordinary post by no later than 31 December 2013. The Company shall not be required to give any reasons for its decisions and no correspondence will be entered into.
- 2 Certificates in respect of Debentures which are allocated shall be sent by ordinary post by no later than 31 January 2014.
- 3 In the event of any dispute as to the allocation of Debentures the decision of the Company shall be final and binding.

Section 3 – Money laundering regulations

- 1 To ensure compliance with the Money Laundering Regulations and the Joint Money Laundering Steering Group's Guidance, the Company is required to obtain information from independent sources to identify and verify the identity of any person lodging an Application

Form (an "Applicant") including, without limitation, an Applicant who (1) tenders payment by way of a cheque or banker's draft drawn on an account in his sole or joint name (2) tenders payment by way of a cheque or banker's draft drawn on an account in the name of a person or persons other than the Applicant or (3) appears to the Company to be acting on behalf of some other person or persons. In the first case, the Company may decide in its absolute discretion to accept a payment drawn on the Applicant's sole or joint account as satisfactory evidence of the Applicant's identity. In the second case, additional evidence satisfactory to the Company of the identity of the Applicant may be required. In the latter case, evidence satisfactory to the Company of the identity of any person on whose behalf the Applicant appears to be acting will also be required in addition to evidence of the identity of the Applicant.

- 2 Pending the provision of evidence to identify the Applicant, the Company may in its absolute discretion retain the Application Form lodged by an Applicant and/or the cheque or other remittance relation thereto.
- 3 Failure to provide the necessary evidence of identity may result in applications lapsing or being terminated. If, within a reasonable period following a request for verification of identity, the Company has not received evidence satisfactory to it as aforesaid, the Company may at its absolute discretion determine to treat as invalid such Application Form, in which event the monies payable on application will be returned without interest to the account at the drawee bank from which such monies were originally debited. Where payment has been made by cheque, the cheque will be returned to the Applicant's last known address.
- 4 The Company shall not be responsible or have any liability for loss or damage arising from the election by the Company to treat an Application Form lodged by any Applicant as invalid, as a result of the Company not having received from the Applicant evidence as to identify the Applicant reasonably satisfactory within a reasonable time after request.
- 5 In order to reduce the likelihood of delays or of applications being terminated, Applicants for Debentures should ideally make payment by means of a cheque drawn on the Applicant's account. If this is not practicable

and an Applicant uses a cheque drawn by a third party or a building society cheque or banker's draft, the Applicant should:

- 5.1 write the name and address and, in the case of individuals, date of birth of the Applicant on the back of the cheque, building society cheque or banker's draft;
 - 5.2 if payment is made by building society cheque (not being a cheque drawn on an account of the Applicant) or banker's draft, ask the building society or bank to endorse on the cheque or banker's draft the name and account number of the person whose building society or bank account is being debited and add its stamp; and
 - 5.3 if delivering an Application Form by hand, ensure that he has with him evidence of identity bearing his photograph (e.g. A passport).
- 6 The Company may (at its sole discretion) treat an Application Form as valid and binding on the person(s) by whom or on whose behalf it is lodged, even if it is not completed in accordance with the relevant instructions or is not accompanied by a valid power of attorney where required.

PART 4 – Terms and Conditions

Terms and Conditions of Issue of 5 year non-convertible, unsecured, non transferable Debentures

1 definitions and interpretation

1.1 In this document the following words shall have the following meanings:.

- 1.1.1 "Additional Events" means any international cricket matches held at The Ageas Bowl under the direct control of the ICC (including without limitation as part of the Cricket World Cup, World T20 and/or the Champions Trophy) and any other sporting or entertainment events held at The Ageas Bowl from time to time other than Debenture Matches;
- 1.1.2 "Ageas Bowl" means The Ageas Bowl, Botley Road, West End, Southampton, Hampshire, SO30 3XH;
- 1.1.3 "Application Form" means the Application Form to be used by persons applying for Debentures pursuant to the Offer;
- 1.1.4 "CB40" means a domestic 40 over match held under the auspices of the ECB;
- 1.1.5 "Certificate" means a Debenture certificate issued to a Debenture Holder;
- 1.1.6 "Company" means Rose Bowl plc;
- 1.1.7 "Corporate Debenture Holder" means as defined in Clause 5.9.1;
- 1.1.8 "Corporate Representative" means as defined in Clause 7.4;
- 1.1.9 "Debenture Holder" means the person or persons specified in the Register as the holder of a Debenture and shall include the legal personal representative of a deceased Debenture Holder, and the term "Debenture Holders" shall be construed accordingly;

- 1.1.10 "Debenture Match" means:
 - 1.1.10.1 each Major Match;
 - 1.1.10.2 each scheduled CB40 Quarter Final and Semi Final; and
 - 1.1.10.3 any other scheduled match designated as a Debenture Match by the Company;To be held at The Ageas Bowl during the Ticket Rights Period;
- 1.1.11 "Debenture Match Day" means any day on which a Debenture Match is scheduled to take place;
- 1.1.12 "Debentures" means together the Diamond Debentures and the Diamond 'Cluster' Debentures to be issued pursuant to this document (or such of them as the context may require), and the term "Debenture" shall be construed accordingly;
- 1.1.13 "Designated Place" has the meaning set out in Clause 5.11;
- 1.1.14 "ECB" means the the England and Wales Cricket Board;
- 1.1.15 "Food and Drinks Rights" means the right to be served without charge food and drinks in 2013 in an alternative location and from 2014 onwards in a hospitality box as the Company nominates for time to time;
- 1.1.16 "Ground Regulations" means the ground regulations of the Company in operation at The Ageas Bowl from time to time, a copy of the current version of which is set out in Part 5 of this document;
- 1.1.17 "ICC" means the International Cricket Council;
- 1.1.18 "Interest Payment Date" means 31 December in each year, except the first Interest Payment Date which shall be 31 January 2014;

- 1.1.19 "Interest Period" means (a) in the case of periods other than the first and second Interest Periods, the period from and including the last Interest Payment Date up to but excluding the next succeeding Interest Payment Date, (b) in the case of the first Interest Period, the period from and including the first day of the month following the Subscription Receipt Date to 31 December 2013 and (c) in the case of the second Interest Period, the period from and including 1 January 2014 to 31 December 2014;
- 1.1.20 "Interest Rate" means 6% per annum;
- 1.1.21 "International T20" means a 20 over per side cricket match scheduled to be held under the auspices and control of the ECB involving the most senior England international cricket team (as selected and notified by the ECB from time to time) and any international cricket teams recognised as such by the ICC, but excluding (for the avoidance of doubt) any international or exhibition matches held under the direct control of the ICC (and the Company's decision as to whether any match constitutes an Additional Event as opposed to an ODI shall be final and binding on Debenture Holders);
 - 1.1.21.1 "Major Match" means:
 - 1.1.21.2 each scheduled Test Match;
 - 1.1.21.3 each scheduled ODI;
 - 1.1.21.4 each scheduled T20 Cup Finals Day; and
 - 1.1.21.5 each scheduled CB40 Final;
- 1.1.22 "Major Match Day" means any day on which a Major Match is scheduled to take place;
- 1.1.23 "Nominal Value" means the nominal value of the loan to be advanced to the Company in respect of the various types of Diamond Debenture as follows:

- 1.1.23.1 in respect of the Diamond Debentures, £7,500; and
- 1.1.23.2 in respect of the Diamond 'Cluster' Debentures, £70,000;
- 1.1.24 "Nominated Bank Account" means the bank account of each Debenture Holder as specified in their Application Form and as changed by them from time to time in accordance with Clause 16;
- 1.1.25 "ODI" means a limited overs cricket match scheduled to be held under the auspices and control of the ECB involving the most senior England international cricket team (as selected and notified by the ECB from time to time) and any international cricket teams recognised as such by the ICC, but excluding (for the avoidance of doubt) any international or exhibition matches held under the direct control of the ICC (and the Company's decision as to whether any match constitutes an Additional Event as opposed to an ODI shall be final and binding on Debenture Holders);
- 1.1.26 "Offer" means the offer made by the Company inviting subscriptions for Debentures as set out in this document;
- 1.1.27 "Offer Terms" means the terms and conditions relating to the issue of and the rights attaching to the Debentures as set out in this document and the Application Form;
- 1.1.28 "Price" means the Nominal Value of each Debenture, multiplied by the relevant number of Debentures as the context may require;
- 1.1.29 "Register" means the Register of the holders of Debentures maintained by the Company pursuant to Clause 7
- 1.1.30 "Relevant Debenture Seating Area" means the seating area at The Ageas Bowl for the Diamond Debentures in a private box in the new hotel from the completion of the hotel

<p>which is expected to be 2014. Prior to the availability of these places alternative premium seating with hospitality will be made available. In which seats purchased pursuant to the Ticket Rights will be situated;</p>	<p>final and binding on Debenture Holders);</p>	<p>Company making a payment to the relevant Debenture Holder's Nominated Bank Account.</p>	<p>specified in the Register, or to such person's legal personal representative or beneficiary in the case of his death, or (b) by the Company making a payment to the relevant Debenture Holder's Nominated Bank Account.</p>
<p>1.1.31 "Rules of the Club" means the rules and regulations of Hampshire Cricket Limited from time to time;</p>	<p>1.1.38 "Ticket Conditions" means such conditions applying to the issue of tickets pursuant to the Ticket Rights as the Company may from time to time stipulate;</p>	<p>2.2 The Debentures are non-convertible. The issue of a Debenture will not confer on the Debenture Holder membership of the Company or the right to become a member of the Company.</p>	<p>3.7 All subscribers should seek their own tax advice from an independent financial adviser.</p>
<p>1.1.32 "Single Debenture" means a Debenture held by a Diamond Debenture Holder who does not hold any other Debentures;</p>	<p>1.1.39 "Ticket Marketing Rights" means the unfettered right to market and sell tickets to the public for seats at The Ageas Bowl (including in the Relevant Debenture Seating Area) in respect of an Additional Event;</p>	<p>3 Security and Interest</p>	<p>4 Ranking</p>
<p>1.1.33 "Single Debenture Seating Area" means the seating area at The Ageas Bowl for the Diamond Debentures in a hospitality box in the new hotel from the completion of the hotel which is expected to be 2014. Prior to the availability of these places alternative premium seating with hospitality will be made available. In which seats purchased pursuant to the Ticket Rights for Single Debentures will be situated;</p>	<p>1.1.40 "Ticket Rights" means the right of each Debenture Holder to purchase a ticket for his Designated Place pursuant to Clauses 5.1, 5.4 and/or 5.5 during the Ticket Rights Period;</p>	<p>3.1 The Debentures will not be secured. A Debenture Holder's right to the repayment of the Nominal Value of the Debenture at the end of the Term and to payment of interest during the Term in accordance with clause 3.2 will be enforceable only against the assets of the Company as unsecured creditors and not against any member, officer, employee or agent of the Company personally.</p>	<p>The Debentures comprised in this issue shall rank equally in all respects with regard to repayment and without any priority as between one another. With regards to the payment of interest, the Diamond Debentures shall rank equally and without any priority in all respects with other Debentures issued by the Company.</p>
<p>1.1.34 "Subscription Receipt Date" means the date on which the Company receives payment for a Debenture from an applicant whose application is approved by the Company;</p>	<p>1.1.41 "Ticket Rights Period" means the period commencing 1 January 2013 and expiring on 31 December 2017</p>	<p>3.2 The Company shall pay to the Debenture Holders interest on the Nominal Value of the Debentures on each Interest Payment Date in respect of the Interest Period commencing on the immediately preceding Interest Payment Date (or, in the case of the first Interest Payment Date, commencing on the Subscription Receipt Date for each Debenture) at the Interest Rate (such interest to be calculated on the basis of actual days elapsed and a year of 365 days).</p>	<p>5 Ticket Rights And Ancillary Benefits</p>
<p>1.1.35 "T20" means a domestic 20 over match held under the auspices of the ECB;</p>	<p>1.2 In this document:</p>	<p>3.3 All payments of interest to be made in respect of the Debentures will be made after any withholding or deduction for, or on account of, any present or future tax or duty of whatsoever nature imposed or levied by any authority in the United Kingdom having power to tax such payment.</p>	<p>5.1 A Debenture Holder shall have the right exercisable only during the Ticket Rights Period and in accordance with this clause to purchase (from the Company or its nominee) one seat ticket in the Relevant Debenture Seating Area for each Debenture held on payment of the face value of such ticket and upon the Ticket Conditions and all other terms and conditions from time to time applicable on the occasion of each Debenture Match Day.</p>
<p>1.1.36 "Term" means the period commencing the start date of the Debenture and ending on 31 December 2017;</p>	<p>1.2.1 unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all other genders; and</p> <p>1.2.2 a reference to "person", "his" and "her" shall include any person, individual, company, firm, government, state, regional or local authority, agency of a state, joint venture, trust, charity, security, fund, association or partnership (whether or not having separate legal personality and whether incorporated or not).</p>	<p>3.4 Interest shall cease to accrue on a Debenture on expiry of the Term or on redemption of that Debenture (if earlier).</p>	<p>5.2 Subject to clause 5.3, the Company, by no later than 1 September of each year during the Term (other than 2017), shall:</p>
<p>1.1.37 "Test Match" means any 5-day cricket match scheduled to be held under the auspices and control of the ECB involving the most senior England international cricket team (as selected and notified by the ECB from time to time) and a senior international cricket team representing any other country which match is recognised as a Test Match by the ICC, but excluding (for the avoidance of doubt) any exhibition matches (and the Company's decision as to whether any match constitutes an Additional Event as opposed to a Test Match shall be</p>	<p>2 Repayment and no Membership</p>	<p>3.5 At the time interest is paid the Company shall deliver to the Noteholder a certificate as to the relevant interest payment and the amount of tax, if any, deducted.</p>	<p>5.2.1 notify the Debenture Holders (a "Ticket Notification") of the Major Match Days scheduled for the following year ("Relevant Major Match Days"); and</p> <p>5.2.2 invite them to exercise their right to purchase a ticket in respect of each Debenture they hold for each Relevant Major Match Day.</p>
	<p>2.1 Each Debenture takes effect from 1 January 2013 and subject to Clauses 9 and 10 below is repayable at its Nominal Value at the end of the Term on 31 December 2017. Such payment shall be made either (a) by the Company sending a cheque for the relevant amount to the address of the relevant Debenture Holder as specified in the Register, or to such person's legal personal representative or beneficiary in the case of his death, or (b) by the</p>	<p>3.6 Interest payments shall be made either (a) by the Company sending a cheque for the relevant amount to the address of the relevant Debenture Holder as</p>	<p>5.3 The 2013 Major Match Days will be notified to each Debenture Holder on the date on which their Debenture application has been confirmed pursuant to clause 1 of Section 2 of Part 3.</p>

- 5.4 Each Debenture Holder, by no later than 30 September of each year during the Term (the "Cut-Off Time"), shall be required to elect to purchase the ticket(s) pursuant to his Ticket Rights for each Major Match Day to be held in the following year during the Term PROVIDED THAT the Cut-Off Time for Debenture Holders to use their Ticket Rights to purchase tickets for the 2013 Major Matches is 31 December 2012. For other Debenture Match Days (excluding Major Match Days) in respect of which the Company receives at least 6 weeks written notice ("ECB Notice") from the ECB or other relevant authority ("Notified Debenture Matches") unconditionally confirming that such Notified Debenture Matches will be held at The Ageas Bowl, the Cut-Off Time will be 1 week prior to the relevant Debenture Match Day. The Company shall notify the Debenture Holders of Notified Debenture Matches within 4 weeks of it receiving the relating ECB Notice. If the Company receives an ECB Notice less than 6 weeks before a Debenture Match, there will be no Cut-Off Time and the Debenture Holder will be able to purchase a ticket pursuant to his Ticket Rights at any time up to and including the relevant Debenture Match Day, but the Company shall not be obliged to notify such games to the Debenture Holders.
- 5.5 The Company will procure that:
- 5.5.1 Diamond Debenture or Diamond 'Cluster' Debenture Holders who have purchased a ticket for a Debenture Match pursuant to their Ticket Rights shall have food and drink service in an alternative location to be determined by the Company in 2013 and in a hospitality box from 2014.
- 5.5.2 The Company shall endeavour to ensure that holders of tickets purchased pursuant to the Ticket Rights for any Additional Event also have use of such licensed bar as is referred to in clause 5.5.1 on the day of such Additional Event, but the Company shall not be under any liability to any Debenture Holder if such bar is not open during the whole or any part of an Additional Event. PROVIDED THAT all rights granted under this clause (whether on a Debenture Match day or Additional Event) shall always be subject to capacity, health and safety and/or licensing restrictions and the Ground Regulations and Rules of the Club.
- 5.6 The Company may in its absolute discretion provide such other benefits in respect of the Debentures and/or the tickets purchased pursuant to the Ticket Rights from time to time.
- 5.7 In respect of any Additional Event for which the Company has the Ticket Marketing Rights, the Company shall provide Debenture Holders a preferential booking period (the length of which shall be determined from time to time by the Company at its discretion) during which each Debenture Holder shall have the right to purchase from the Company or its nominee one ticket (subject to the payment of the face value of such ticket and upon the Ticket Conditions) for such Additional Event for each Debenture that he holds. The Company shall notify Debenture Holders of the dates of each such preferential booking period. A Debenture Holder's right to purchase tickets for an Additional Event shall lapse if it is not exercised before the end of such preferential booking period. PROVIDED THAT the Company shall have no obligations under this Clause 5.7 if the stand in which the Relevant Debenture Seating Area is located is not scheduled to be open for such Additional Event or if any legally binding obligation on the Company prohibits the Company from complying with the terms of this Clause 5.7 in respect of the relevant Additional Event.
- 5.8 In respect of any Additional Event for which the Company does not have the Ticket Marketing Rights, the Company shall endeavour to secure for Debenture Holders the rights to purchase tickets in a preferential booking period as set out in Clause 5.7. The Company shall not be under any liability to any Debenture Holder if it fails to secure such rights in whole or in part. For the avoidance of doubt Debenture Holders shall have no right to purchase tickets as Debenture Holders for any such Additional Event where such rights have not been secured. PROVIDED THAT the Company shall have no obligations under this Clause 5.8 if the stand in which the Relevant Debenture Seating Area is located is not scheduled to be open for such Additional Event or if any legally binding obligation on the Company prohibits the Company from complying with the terms of this Clause 5.8 in respect of the relevant Additional Event.
- 5.9 Tickets issued to Debenture Holders are not transferable and may not be resold by them. However such prohibitions are not contravened:
- 5.9.1 in the case of a Debenture Holder which is a company, other body corporate, partnership, club or other organisation (a "Corporate Debenture Holder"), where a ticket purchased by such Corporate Debenture Holder pursuant to the Ticket Rights is transferred to any of such Debenture Holder's bona fide employees, officers or guests provided that no payment is made or consideration given to such Debenture Holder (or to any third party other than the Company) in respect of such ticket or otherwise in connection with the transfer of such ticket; and
- 5.9.2 if in the case of a Debenture Holder who is a natural person, who has purchased one or more tickets pursuant to the Ticket Rights for a specific event, by the provision by such Debenture Holder of such ticket(s) to guest(s) of such Debenture Holder, provided that such Debenture Holder and/or guest(s) do not transfer or resell such additional ticket(s) and that no payment is made or consideration given to such Debenture Holder (or to any third party other than the Company) in respect of such additional ticket(s) or otherwise in connection with the transfer of such additional ticket(s).
- 5.10 The Company does not make or give and no officer, employee or agent of the Company has any authority to make or give any representation condition or warranty regarding the number or frequency of Debenture Matches or Debenture Match Days during the Ticket Rights Period and/or Additional Events which may be held at The Ageas Bowl during the Ticket Rights Period and any such representation condition or warranty is hereby excluded.
- 5.11 Each Debenture issued shall have a specific designated seat (a "Designated Place") allocated to it in the Relevant Debenture Area. The allocation of a Designated Place to a Debenture shall be entirely within the discretion of the Company (notwithstanding that the Company may decide to invite applicants for Debentures other than Single Debentures to indicate a seating preference in the Application Form, any such indications being entirely non-binding on the Company). The Company shall allocate to Single Debentures a Designated Place in the Single Debenture Area applicable to the relevant type of Debenture. Each ticket purchased by a Debenture Holder pursuant to the Ticket Rights shall be in respect of the Designated Place allocated to the relevant Debenture. The Company reserves the right to change the Designated Place allocated to a Debenture for health and safety reasons or for other reasons which arise and which are outside the reasonable control of the Company. For the avoidance of doubt, the rights of any Debenture Holder to purchase tickets pursuant to the Ticket Rights shall be in respect of the Designated Place allocated to the relevant Debenture only, and shall not extend to any other seat in the Relevant Debenture Seating Area or at The Ageas Bowl.
- 5.12 If a Debenture Holder does not purchase a ticket in respect of a Designated Seat, in the case of any Debenture Match, prior to the Cut-Off Time pursuant to Clause 5.4, or, in the case of Additional Events, prior to the end of the relevant preferential booking period, then the Company and/or any third party that has the relevant Ticket Marketing Rights shall be free to market and sell a ticket in respect of any such Designated Seat to a third party (who need not be a Debenture Holder) at any price, and no Debenture Holder shall have any right of action against the Company and/or any such third party in respect of such sale.

6 Applications For And Allocation Of Debentures

- 6.1 The maximum number of Debentures for which each applicant may apply shall be limited to ten or such greater number or numbers as the Company, in its discretion, may prescribe in respect of any particular applicant or generally.
- 6.2 Applications for Debentures must be made in accordance with the application procedure set out in Part 3 of this document and Application Form.

- 6.3 The allocation of Debentures will be made by the Company to successful applicants in accordance with the allocation procedure set out in Section 2 of Part 3 of this document.
- 7 Register Of Debenture Holders
- 7.1 The Company shall maintain a register of holders of the Debentures comprised in this issue containing the names and addresses of the Debenture Holders and particulars of the Debentures held by them.
- 7.2 Each Debenture issued to a natural person shall be registered in the name of that person.
- 7.3 Following the issue of the allocation letter and on payment of the relevant Price strictly in accordance with these terms and conditions the Company shall enter the name of the applicant in the Register and shall issue a Certificate in respect of the Debenture(s) so allocated to the Debenture Holder.
- 7.4 In respect of any Corporate Debenture Holder, the Register at all times shall contain the name and business address of a natural person which such Corporate Debenture Holder has nominated as its representative (a "Corporate Representative"). Such Corporate Representative in respect of each Corporate Debenture Holder shall be specified in the relevant Application Form submitted by such Corporate Debenture Holder. Each Corporate Debenture Holder hereby agrees and acknowledges with the Company that its Corporate Representative shall be entitled to receive for and on its behalf, any and all notifications and communications to be given by the Company to that Corporate Debenture Holder, that all notifications and communications to be given by the Corporate Debenture Holder shall be given by its Corporate Representative and the Company shall be entitled to rely on all such notifications and communications as being from, and binding on, the Corporate Debenture Holder. A senior officer of a Corporate Debenture Holder shall notify the Company in writing of any change in the identity of or the address of its Corporate Representative, and must at all times ensure that it has appointed a Corporate Representative.
- 7.5 The Company will treat the Debenture Holder as the absolute owner of the Debenture and subject to Clause 7.6 shall not be bound to take notice of or see to the execution of any trust whether express implied or constructive to which the Debenture maybe subject and the receipt of the Debenture Holder shall be a good discharge to the Company notwithstanding any notice it may have whether express or otherwise of the right title interest or claim of any other person to or in the Debenture.
- 7.6 The legal personal representatives of a deceased Debenture Holder who is an individual shall alone be recognised by the Company in place of the Debenture Holder and, subsequently, the beneficiary so entitled under the estate of the deceased Debenture Holder. During the period from the death of the Debenture Holder until the Debenture has been transferred to the beneficiary, the Company, in its absolute discretion, shall determine how to administer the benefits attaching to a Debenture.
- 7.7 It shall be the responsibility of the Debenture Holder to notify the Company in writing of his or her change of address. Such notifications should be signed by the Debenture Holder and sent to The Debenture Office, The Ageas Bowl, Botley Road, West End, Southampton, SO30 3XH, or to such other address as is notified by the Company. Upon actual receipt of such notice, the Company shall record the Debenture Holder's new address in the Register.
- 8 Transfer Of Debentures And No Charging
- 8.1 The Debentures may not be transferred save to a legal personal representative of a deceased Debenture Holder or the beneficiary so entitled under the estate of a deceased Debenture Holder.
- 8.2 Debenture Holders may not mortgage, charge, pledge, or otherwise dispose of or grant any encumbrance or interest over any Debenture or part of any Debenture.
- 9 Redemption And Suspension Of Ticket Rights
- 9.1 If the Debenture Holder shall at any time during the Term go into liquidation, have a receiver (whether administrative, Law of Property Act 1925 or otherwise) appointed or an administration order made in respect of it or, being a natural person, shall become or be adjudicated bankrupt or have a receiver as aforesaid appointed in respect of his property, the Company (unless it determines otherwise in its absolute discretion) shall redeem all Debentures held by such Debenture Holder by repayment to the Debenture Holder (or the relevant liquidator, receiver, administrator or trustee in bankruptcy) of the nominal value thereof and the Ticket Rights attached to such Debenture(s) shall cease forthwith. If the Company determines, in its absolute discretion, not to so redeem a Debenture following such an event, the Company may impose such conditions on the holding and/or use of such Debentures as it sees fit.
- 9.2 If the Offer Terms of a Debenture (including the Ticket Rights) are contravened or abused, including without limitation as follows:
- 9.2.1 seats allocated to the Debenture Holder are occupied by persons in respect of whose conduct the Company has previously complained to the Debenture Holder; or
- 9.2.2 there is a breach of the Ticket Conditions, the Rules of the Club and/ or the Ground Regulations by a Debenture Holder or any persons who have received tickets pursuant to his Ticket Rights ("Guests") then the Company reserves the right in its absolute discretion..
- 9.2.3 to withhold the issue of tickets pursuant to the Ticket Rights in respect of the relevant Debenture Holder for such period as the Board of the Company in its absolute discretion may deem fit, or demand the return of tickets already issued, as the case may be; and/or
- 9.2.4 in cases of gross abuse of the Ticket Rights or persistent breaches of the Offer Terms, the Ticket Conditions, the Rules of the Company and/ or the Ground Regulations by a Debenture Holder or his Guests to terminate the Ticket Rights of such Debenture Holder in their entirety and in such circumstances the Company shall not be required to repay to such Debenture Holder the Nominal Value of his Debenture(s) until the end of the Term.
- 9.3 If at any time during the Ticket Rights Period a Debenture Holder fails, when requested by the Company, to give written confirmation and evidence as may be required by the Company that any ticket issued pursuant to the Ticket Rights is being and/or will be used in accordance with the Offer Terms, the Ticket Conditions, the Rules of the Club and/or the Ground Regulations, the Company may in its absolute discretion withhold the issue of, or demand the return of, tickets and/or bar entry to The Ageas Bowl until such confirmation and evidence is forthcoming, or to terminate the Ticket Rights and the aforesaid rights of free entry of such Debenture Holder in their entirety and in such circumstances the Company shall not be required to repay to such Debenture Holder the Nominal Value of his Debenture(s) until the end of the Term.
- 10 Early Repayment
- The Nominal Value of the Debentures comprised in this issue shall become immediately repayable:
- 10.1 on such date or dates as the Company may in its absolute discretion prescribe; or
- 10.2 on such date as the Company is put into liquidation or has a receiver (whether administrative, Law of Property Act 1925 or otherwise) appointed or an administration order made in respect of it;
- 11 Replacement Certificates
- If a Certificate is worn out, defaced or lost it may be renewed on payment of such reasonable amount and on such terms as to identity, indemnity and expense incurred by the Company in investigating title as the Company thinks fit and in the case of the replacement of a Certificate which is worn out or defaced, subject to the surrender to the Company of the original before the issue of the replacement.

12 Force Majeure

12.1 In these terms and conditions, "force majeure" shall mean any cause preventing the Company from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Company including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or of any other party), act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, default of suppliers or sub-contractors, acts or omissions of governmental or non-governmental authority, acts or omissions of the ICC (or any successor body), acts or omissions of any member country of the ICC (or any successor body) from time to time or acts or omissions of the ECB (or any successor body).

12.2 If the Company is prevented or delayed in the performance of any of its obligations under these terms and conditions by force majeure, it shall have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as the Company shall in its sole discretion consider necessary.

13 Notices

13.1 Unless specifically stated otherwise in this document, anything sent or supplied by the Company to any Debenture Holder may be sent or supplied in any way (including but not limited to electronic form and by making it available on a website) in which documents or information required to be sent or supplied may be sent or supplied by or to them in accordance with the Companies Act 2006.

13.2 The Company shall not be obliged to accept any notice, document or other information sent or supplied to the Company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the directors of the Company think

fit, and the Company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.

13.3 Any notice, document or other information:

13.3.1 if sent through the post in a prepaid letter addressed to the Debenture Holder at the address of such Debenture Holder contained in the Register from time to time shall be deemed due service of such notice on such Debenture Holder and shall be deemed to have been served three days after the same is posted;

13.3.2 if sent by the Company by electronic means shall be deemed to have been received on the same day that it was sent;

13.3.3 if made available on a website shall be deemed to have been received when notification of its availability on the website is deemed to have been received or, if later, when it is first made available on the website; and

13.3.4 to be given by the Company by advertisement shall be deemed to have been received on the day which the advertisement appears.

14 Entire Agreement And Representations

Each applicant for a Debenture shall confirm that the terms and conditions will (upon his or her application to subscribe for Debentures being accepted by the Company) constitute the entire agreement between the applicant and the Company in respect of the issue of such Debentures. Each applicant acknowledges and agrees that, in applying to subscribe for Debentures, he or she does not rely on, and shall have no remedy in respect of, any statement (whether written or oral), representation, warranty or understanding (whether negligently or innocently made) of any person whatsoever (including the Company, its officers, employees and agents) other than as expressly set out in this document. This Clause 14 shall not, however, operate to limit or exclude any liability for fraud.

15 Variation And Future Offers

15.1 The Offer Terms may be varied by a resolution of the Board of the Company where such change is necessary or desirable in order to comply with any applicable legal or regulatory requirement. In such circumstances, the Company shall inform the Debenture Holders in writing as soon as reasonably practicable.

15.2 Variations to the Offer Terms, other than those specified in Clause 15.1, may be made by a resolution of the Board of the Company, subject to the Company receiving the written consent of Debenture Holders who between them hold more than 50% in the value of the outstanding Nominal Value of the Debentures. Such written consent can be given by such Debenture Holders signing different documents. The Company shall ensure that a request for any such consent is posted to all Debenture Holders at the same time.

15.3 Shortly before or upon the expiry of the Ticket Rights Period the Company may implement or offer (but shall not be bound so to do) a new debenture scheme or schemes in relation to the Designated Seats which will become available on the expiry of the Ticket Rights Period (the "Expired Seats") on terms and at such prices to be determined by the Company in its absolute discretion at such times (the "Future Schemes"). The holder of a Debenture to which an Expired Seat relates will be given priority (in such form and on such terms as the Company may determine at the relevant time in its absolute discretion) to participate in the Future Scheme which relates to such Expired Seat.

16 Use Of And Change Of Nominated Bank Account

16.1 Each Debenture Holder shall be solely responsible for the accuracy and completeness of all details relating to their Nominated Bank Account provided by them to the Company, and no Debenture Holder shall have any claim against the Company for any payments properly paid by the Company to their Nominated Bank Account in accordance with the Offer Terms.

16.2 A Debenture Holder may change its Nominated Bank Account by sending written notice to the Company (FAO The Debenture Administrator) confirming:

16.2.1 the Debenture Holder's name;

16.2.2 the name, number, sort code and bank of its current Nominated Bank Account; and

16.2.3 the name, number, sort code and bank of its proposed new Nominated Bank Account

PROVIDED THAT (a) the new Nominated Bank Account must be in the name of the relevant Debenture Holder (either singly or jointly) in the case of an individual Debenture Holder, or in the name of the relevant Company, partnership, club or organisation in the case of other Debenture Holders and (b) the Debenture Holder shall be solely responsible for the accuracy and completeness of all details relating to their new Nominated Bank Account provided by them to the Company, and shall have no claim against the Company for any payments properly paid by the Company to their Nominated Bank Account in accordance with the Offer Terms.

17 Third Party Rights

A person who is not an applicant for a Debenture or a Debenture Holder may not enforce any of the terms and conditions or rights conferred by the Debentures and each applicant and Debenture Holder agrees that the Contracts (Rights of Third Parties) Act 1999 shall not apply to the terms and conditions and/or the Debentures.

18 Governing Law

This document, the terms and conditions and the Debenture and any disputes that may arise in connection therewith shall be governed in all respects by English law and shall be subject to the exclusive jurisdiction of the English courts.

PART 5 – Ground Regulations

ENTRY TO THE GROUND SHALL CONSTITUTE ACCEPTANCE OF THE GROUND REGULATIONS

- "Ground" means this cricket ground and all locations owned occupied or utilised by the Company
 - "Company" means Rose Bowl plc
 - "Match" means any cricket match or event taking place at the Ground
1. Admission to and the right to remain in the Ground is at the sole discretion of the Company.
 2. The Company excludes to the maximum extent permitted by law any liability for loss, injury or damage to persons/property in or around the Ground.
 3. No guarantees can be given by the Company that a Match will take place at a particular time or on a particular date and the Company reserves the right to reschedule the Match without notice and without any liability whatsoever.
 4. In the event of the postponement or abandonment of the Match, refunds (if any) will be made in accordance with the rules of the competition in question and/or the terms and conditions under which the tickets were issued. The Company will have no further liability whatsoever, including (but not limited to) any indirect or consequential loss or damage, such as (but not limited to) loss of enjoyment or travel costs.
 5. All persons seeking entrance to the Ground acknowledge the Company's right to search any person entering the Ground and to refuse entry to or eject from the Ground any person refusing to submit to such a search.
 6. All persons entering the Ground must be in the possession of a valid ticket or pass for that Match. Such ticket or pass must be produced for inspection if requested by a steward or other representative of the Company.
 7. At all times whilst present in the Ground, persons must comply with the instructions or directions given by a steward or other representative of the Company.

8. The following articles must not be brought within the Ground – cans, knives, fireworks, smoke canisters, air-horns, whistles, drums, musical instruments, flares, bottles, weapons, dangerous or hazardous items, laser devices, glass vessels, poles and any article that might be used as a weapon and/or compromise public safety. Any person in possession of such items will be refused entry to the Ground.
9. No alcohol shall be brought into the Ground at T20, International or other major matches. At domestic matches other than T20, a maximum of 4 cans of beer or equivalent or 70cl of wine may be brought into the Ground.
10. At matches where the Company has allocated seating a person entering the Ground may only occupy the seat allocated to them by their ticket and must not move from any one part of the Ground to another without the express permission or instruction of any steward, officer of the Company and/or any police officer.
11. No guarantees can be given by the Company that all areas of the Ground will be open on any given day. The Company reserves the right to close certain areas of the Ground at its sole discretion.
12. Nobody may stand in any seating area whilst play is in progress. Persistent standing in seated areas whilst play is in progress is strictly forbidden and may result in ejection from the Ground.
13. The obstruction of gangways, access ways, exits and entrances, stairways and like places is strictly forbidden. Nobody entering the Ground shall be permitted to climb any structures within the Ground.
14. Smoking is only permitted in the designated areas
15. The use of threatening behaviour, foul or abusive language is strictly forbidden and will result in arrest and/or ejection from the Ground. This could lead to further action by the Company including, but not limited to, the withdrawal of Membership (without reimbursement) and other benefits.
16. Racial, homophobic or discriminatory abuse, chanting or harassment is strictly forbidden and will result in ejection from the Ground and/or arrest. This could lead to further

action by the Company including, but not limited to, the withdrawal of Membership (without reimbursement) and other benefits.

17. The throwing or discharge of any object or missile within the Ground without lawful authority or excuse may result in ejection from the Ground.
18. It is forbidden to enter onto the playing area or any adjacent area unless authorised by a steward or other representative of the Company.
19. Persons appearing to be drunk or under the influence of drugs will be ejected from the Ground.
20. No goods (including literature) of any nature may be offered either free or for sale by any person within the Ground without the express written permission of the Company.
21. No sponsorship, promotional or marketing materials may be brought into, used or displayed by any person within the Ground without the express written permission of the Company.
22. Tickets are not transferable and may not be offered for sale without the prior written permission of the Company. Any tickets offered for sale may be confiscated by any steward, officer of the Company or any police officer.
23. Any person damaging or defacing the Company's property will be ejected from the Ground and prosecuted.
24. Save as set out in paragraph 25 below, no person may bring into (or use within) the Ground any equipment, which is capable of recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to the Match or any aspect of it.
25. Mobile telephones are permitted within the Ground, provided that they are used for personal and private use only. Mobile telephones may not be used in seating areas.
26. CCTV cameras are in use around and in the Ground and the Company may itself use or pass to the Police, cricket authorities or other relevant organisation, any recordings for use in any proceedings.

27. Dogs are not permitted in the Ground except hearing dogs for the deaf or dogs accompanying blind persons.

The Company reserves absolutely the right to refuse entry to the Ground or eject from the Ground any person that fails (or in the Company's reasonable opinion is likely to fail) to comply with any of the Ground Regulations or whose presence within the Ground is, or could (in the Company's reasonable opinion) constitute a source of danger, nuisance or annoyance to any other person. This could lead to further action by the Company including, but not limited to, the withdrawal of Membership (without reimbursement) and other benefits.

SMOKE FREE POLICY

Smoking is not permitted in all buildings and spectator seating at the ground.

Smoking is only permitted in the designated areas adjacent to the west and east entrances to the main Pavilion and around The Berm away from arena seating.

ALCOHOL POLICY

The Ageas Bowl is committed to a responsible approach to the sale and consumption of alcohol. We actively promote a Responsible Drinking Policy which includes the following measures:

It is illegal to sell alcohol to anyone who is under or appears to be under 18. Our "Challenge 25" Policy asks you, when requested, to prove that you are over 18.

It is also illegal to sell alcohol to anyone we believe is purchasing it for consumption by someone under 18.

We will not sell alcohol to anybody we believe to be intoxicated, nor will we sell alcohol if we think it is for the consumption of somebody who is already intoxicated.

We will only sell a maximum of 4 pints or the equivalent to any person over 18 in a single purchase. All alcohol sold at The Ageas Bowl is for consumption on the premises only and may not be taken off site.

At T20, International and other specified matches, spectators will not be allowed to bring alcohol into the ground. At domestic matches other than T20, a maximum of 4 cans of beer or equivalent or 70cl of wine may be brought into the ground.

We are happy for spectators to consume alcohol at the Ageas Bowl, however anybody who appears to be drunk will be asked to leave to ensure the enjoyment of other spectators isn't spoiled.

By implementing the above measures we believe that not only are we upholding the law but also ensuring that all spectators have an enjoyable experience at The Ageas Bowl.

Thank you for your co-operation.

PART 6 – Financial Information

Chairman's statement

2011 was a difficult year for the Group. We posted a net loss of £3,275,954 which included an exceptional profit of £1,267,537 on the disposal of a 25% interest in Rose Bowl Experience Ltd to Compass Contract Services (UK) Ltd. The net operating loss for the year was £3,969,153, with the redevelopment of the venue having a substantial impact on profitability. Costs amounting to £2.9m in relation to the redevelopment of the venue were charged to the profit and loss account during the year. The operating result was also severely impacted by the poor weather on all Major Match days in 2011, although the staging fees paid to ECB in respect of these fixtures were exceptionally high and at a level which we will not see again in the foreseeable future.

Looking forward, the prospects for the venue are much brighter. We have secured a multimillion pound agreement with a new Ground Naming Rights partner, Ageas (UK) Ltd, which was signed in February 2012. Ageas have their Head Office in Eastleigh Borough and we are tremendously excited to have partnered with them and look forward to developing our relationship over the next 6 years. In addition, Eastleigh Borough Council reaffirmed its commitment to partner with Rose Bowl plc at a Council Meeting in December 2011 in a transaction which includes a sale & leaseback arrangement of the stadium and golf course, and an agreement to fund the development of the new Hilton hotel at the Northern End of the ground. This, together with the additional £6m of Loan Notes to be subscribed in 2012 will enable the Group to restructure its borrowings and pay off all existing bank liabilities. Redevelopment work is expected to commence in late summer 2012.

On the trading account, 2012 will see new arrangements come into force between the ECB and all Category "A" venues which will result in a significant reduction in staging fees for all future Major Match days and have a positive impact on the contribution earned from these events. On top of this, in common with all businesses in the current climate, we have taken steps to significantly reduce overheads. Although borrowing costs remain high, the net result of these changes will mean a more profitable future for the business.

On the field, 2011 was a historic year for The Rose Bowl with the venue hosting its first ever Test Match. Although the

match itself, against Sri Lanka, was somewhat blighted by the weather, the Test was delivered in an extremely professional manner and the venue gained almost universal praise for the quality of the pitch, the excellent facilities and the incredible dedication shown by the staff who went above and beyond the call of duty to deal with the unfavourable elements.

The weather was not kind to us in 2011 and, in addition to the constant rain at the Test Match, the England v India One Day International was also similarly affected. Although the event was a sell out, many people decided not to travel and what should have been a tremendous spectacle was severely diminished.

In the domestic arena, the highlight on the field was undoubtedly the Friends Life T20 competition, with the team reaching Finals Day for a second year in succession before being edged out by Somerset in a thrilling super over finish to a nailbiting semifinal encounter. The team fared less well in the other two competitions, being relegated to the second division in the LV Championship and failing to make it beyond the group stages in the Clydesdale Bank 40 over competition. Injuries to key players, which had been a problem in 2010, continued to hamper the progress of the team and resulted in a higher wage bill than the previous year as additional players were needed to cover injuries.

There were some outstanding individual performances during the season, particularly from Shahid Afridi in the T20 competition and Neil McKenzie in the longer form. It was also encouraging to see Michael Carberry return from a serious illness to post some exceptional scores towards the end of the season. The younger members of the squad have continued their development and they can expect to feature strongly in the First XI next season following the departure of some seasoned professionals who have given outstanding service to the club. In particular, I should like to thank Dominic Cork, Nic Pothas, Simon Jones and Michael Lumb for their contributions over the years both on and off the field.

Finally, in addition to the usual thanks to all of my colleagues and staff and to all of our supporters, special congratulations are in order for Jeff Leveck on the award of his MBE in the New Year Honours list, a fitting reward for years of dedicated service to grass roots cricket and, in particular, his commitment to cricket for the visually impaired. Also, I should like to recognise Greg Stewart and his Hampshire Cricket Board colleagues for winning the Best Sports Project at the

National Lottery Sport Awards 2011 for their Bluebird initiative and general support for disability cricket. I look forward to seeing you all at The Ageas Bowl in 2012 and wish everyone a successful new year.

The following financial information, which does not constitute statutory accounts for the purposes of Section 434 of the Companies Act 2006, has been extracted without material adjustment from the audited financial statements of the Company for the period ended 31st December 2011, being the latest available audited financial statements of the Company as at the date of this document.

Consolidated Group profit and loss account for the year ended 31 December 2011

	Note	2011 £	2010 £
Turnover	3	10,291,261	7,981,336
Cost of sales		(4,709,853)	(3,002,632)
Gross profit		5,581,408	4,978,704
Administrative expenses		(9,550,561)	(5,571,147)
Group operating loss	5	(3,969,153)	(592,443)
Profit on disposal of fixed assets	2	1,267,537	-
Loss on ordinary activities before interest and other income		(2,701,616)	(592,443)
Income from other fixed asset investments	8	180,109	178,841
Interest payable and similar charges	9	(708,274)	(481,041)
Loss on ordinary activities before taxation		(3,229,781)	(894,643)
Taxation on loss on ordinary activities	10	(46,173)	-
Loss on ordinary activities after taxation		(3,275,954)	(894,643)
Minority interest		(131,412)	-
Loss for the financial year	11	(3,407,366)	(894,643)

All amounts relate to continuing activities.

Consolidated statement of total recognised gains and losses for the year ended 31 December 2011

	Note	2011 £	2010 £
Loss for the financial year		(3,407,366)	(894,643)
Revaluation deficit		-	(4,612,077)
Total recognised gains and losses for the financial year		(3,407,366)	(5,506,720)

Consolidated Group balance sheet at 31 December 2011

	Note	2011 £	2011 £	2010 £	2010 £
Fixed assets					
Intangible assets	12		1,093,619		1,154,375
Tangible assets	13		32,221,566		32,089,611
Fixed asset investments	14		5,656		5,656
			33,320,841		33,249,642
Current assets					
Stocks	15	32,557		33,717	
Debtors	16	533,048		3,135,507	
Cash at bank and in hand		248,527		63,076	
		814,132		3,232,300	
Creditors: amounts falling due within one year	17	13,800,293		16,610,616	
Net current liabilities			(12,986,161)		(13,378,316)
Total assets less current liabilities			20,334,680		19,871,326
Creditors: amounts falling due after more than one year	18		12,532,100		10,961,072
			7,802,580		8,910,254
Capital and reserves					
Called up share capital	20		7,722,483		6,586,241
Revaluation reserve	22		10,037,609		10,037,609
Profit and loss account	22		(11,088,962)		(7,713,596)
Shareholders' funds	23		6,671,130		8,910,254
Minority interests			1,131,450		-
			7,802,580		8,910,254

Company balance sheet at 31 December 2011

	Note	2011 £	2011 £	2010 £	2010 £
Fixed assets					
Tangible assets	13		-		10,978,578
Fixed asset investments	14		1,201,501		14,565
			1,201,501		10,993,143
Current assets					
Debtors	16	31,681,882		7,663,603	
Cash at bank and in hand		10,500		18,075	
		31,692,382		7,681,678	
Creditors: amounts falling due within one year	17	7,369,670		7,815,193	
Net current assets/(liabilities)			24,322,712		(133,515)
Total assets less current liabilities			25,524,213		10,859,628
Creditors: amounts falling due after more than one year	18		23,020,480		4,390,796
			2,503,733		6,468,832
Capital and reserves					
Called up share capital	20		7,722,483		6,586,241
Other reserve	22		(1,732,425)		-
Profit and loss account	22		(3,486,325)		(117,409)
Shareholders' funds	23		2,503,733		6,468,832

Consolidated Group cashflow statement for the year ended 31 December 2011

	Note	2011 £	2011 £	2010 £	2010 £
Net cash (outflow)/inflow from operating activities	27		(4,379,731)		5,098,113
Returns on investments and servicing of finance					
Interest received		180,109		178,841	
Interest paid: other loans		(213,936)		(316,891)	
Interest paid: hire purchase		(253,273)		(157,402)	
Net cash outflow from returns on investments and servicing of finance			(287,100)		(295,452)
Capital expenditure and financial investment					
Payments to acquire tangible fixed assets		(478,700)		(5,223,483)	
Receipts from sale of tangible fixed assets		11,250		49,713	
Receipts from sale of fixed asset investments		1,000,000		1,986	
Net cash inflow/(outflow) from capital expenditure and financial investment			532,550		(5,171,784)
Cash outflow before use of financing			(4,134,281)		(369,123)
Financing					
Debentures issued (net of issue costs)		145,000		876,800	
New loans		4,615,478		275,000	
Loans repaid		(797,500)		(1,240,005)	
Capital element of finance leases repaid		(527,526)		(575,049)	
Net cash inflow/(outflow) from financing			3,435,452		(663,254)
Decrease in cash	28		(698,829)		(1,032,377)

Principal risks and uncertainties

Throughout 2011 and early 2012 the group relied upon the support of its bankers with the groups bank borrowings being subject to fluctuations in interest rates. Following the completion of the transaction with Eastleigh Borough Council in August 2012, the group has cleared all bank borrowings. The group is therefore no longer reliant upon the bank for ongoing support.

The groups credit risk is primarily attributable to its trade debtors, the majority of which relate to advance billings for hospitality and sponsorship packages credit risk is primarily managed by only releasing the relevant tickets or sponsorship benefits when they have been paid for.

Insurance cover is taken out to mitigate the financial risk of losing fixtures to the weather

Despite the continued loss making position of the group to read through 2011, following the restructuring which was completed in August 2012 the Directors consider that the company has sufficient resources to continue as a going concern for the foreseeable future and have prepared accounts on this basis.

Notes forming part of the financial statements

1 Accounting policies

The financial statements have been prepared under the historical cost convention, as modified by the revaluation of land and buildings and are in accordance with applicable accounting standards.

Rose Bowl plc has taken advantage of the exemption permitted by section 408 of the Companies Act 2006 from presenting its own profit and loss account.

The following principal accounting policies have been applied:

Going concern

The group met its day to day working capital requirements in 2011 through a £1.5m overdraft facility which was repayable on demand. Its borrowings also included a £4.5million bank loan, an unsecured director's loan of £4.4m, £2.2m of HP finance and agreements with suppliers on deferred terms.

In February 2012 the group entered into a 6 year Ground Naming Rights deal with Ageas (UK) Ltd, which is worth a substantial 7 figure sum, with significant sums payable on signature of the agreement and on completion of the transaction with Eastleigh Borough Council referred to below.

In August 2012 the group entered into a sale and leaseback transaction with Eastleigh Borough Council under which the stadium was sold to the council for net proceeds of £6.2m after fees and taxes, and leased back on commercial terms. In addition, the directors loan was increased to £5m and converted into unsecured 5 year Loan Notes. This enabled the group to settle all liabilities with the bank, and restructure arrangements with other creditors.

The directors have prepared cash-flow forecasts for the next twelve months, taking into account the above transactions, which demonstrate that with this additional funding in place the group is able to meet its liabilities as they fall due. Accordingly, the directors feel it is appropriate to prepare the accounts on the going concern basis.

The financial statements do not include any adjustments that would result if the group is unable to continue as a going concern.

Basis of consolidation

The consolidated financial statements incorporate the results of Rose Bowl plc and all of its subsidiary undertakings as at 31 December 2011 using the acquisition or merger method of accounting as required. Where the acquisition method is used, the results of subsidiary undertakings are included from the date of acquisition. Inter company transactions during the period and balances at the beginning and end of the period are eliminated.

Goodwill

Goodwill arising on acquisition, representing the fair value of the consideration paid over the fair value of the identifiable net assets acquired, is capitalised and amortised on a straight line basis over its estimated useful economic life. A review is carried out in the period of acquisition to ascertain if there has been any immediate impairment.

Finance costs

Finance costs are charged to profit over the term of the debt so that the amount charged is at a constant rate on the

carrying amount. Finance costs include issue costs, which are initially recognised as a reduction in the proceeds of the associated capital instrument.

Pension costs

The group operates a defined contribution pension scheme. The charge against profits for the period represents the amount of contributions payable to the pension scheme during the period.

Turnover

Turnover represents amounts receivable from the company's principal activities, exclusive of Value Added Tax. Income is analysed between ECB distributions, memberships, gate receipts, sponsorship and advertising, hospitality and catering, golf and other income.

ECB distributions

ECB income relates to fees receivable in the current season, distributed from central funds in accordance with the First Class Counties Memorandum of Understanding. Performance Related Fee Payments (PRFP) that are earned and due at the year end are accounted for on an accruals basis and included as accrued income.

Memberships

Membership income relates to amounts receivable from members in respect of the current season, with membership income received relating to future seasons being treated as deferred income.

Gate receipts

Gate receipts relate to amounts received from ticket sales for domestic and international cricket matches held during the current season. Income received relating to future seasons is treated as deferred income.

Sponsorship and advertising

Sponsorship and advertising income relates to amounts receivable from customers in respect of the current year, with any amounts relating to future years being treated as deferred income.

Hospitality and catering

Hospitality and catering income relates to amounts received

in respect of domestic and major match hospitality and catering during the year.

Golf and other income

Golf and other income relates to amounts received from the running of the golf course, as well as retail income and other sundry items.

Revaluation of fixed assets

As permitted by FRS15 the group has adopted a policy of revaluing its properties. Due to the specialised nature of the Ageas Bowl site, FRS15 recognises that depreciated replacement cost (DRC) is a more suitable basis of valuation than open market value, as DRC more fairly reflects the service potential of the premises and their value to the business than depreciated historical cost. The Ageas Bowl will be subject to a full independent valuation every five years and an interim independent valuation every three years.

Depreciation

Depreciation is provided to write off the cost, less estimated residual values, of all tangible fixed assets, over their expected useful lives. It is calculated at the following rates:

Leasehold land and buildings	-	50 years
Motor vehicles	-	4 years
Fixtures, fittings and equipment	-	4 - 20 years

Stocks

Stocks are valued at the lower of cost and net realisable value. Cost is based on the cost of purchase on a first in, first out basis. Net realisable value is based on estimated selling price less additional costs to completion and disposal.

Financial instruments

In accordance with FRS25 where a loan has conversion rights to share capital, the loan is allocated between the debt and equity elements. The debt is assessed by calculating the net present value of the future cash flows, with the balance represented as equity.

Taxation

The charge for tax is based on the profits for the year and takes into account taxation deferred.

Current tax is measured at amounts expected to be paid using the tax rates and laws that have been enacted or substantively enacted by the balance sheet date.

Deferred tax balances are recognised in respect of all timing differences that have originated but not reversed by the balance sheet date, except that:

deferred tax is not recognised on timing differences arising on revalued properties unless the company has entered into a binding sale agreement and is not proposing to take advantage of rollover relief; and

the recognition of deferred tax assets is limited to the extent that the company anticipates making sufficient taxable profits in the future to absorb the reversal of the underlying timing differences.

Deferred tax balances are not discounted.

Share-based payment

In accordance with FRS20 - 'Share based payments', share options are measured at fair value at their grant date. The fair value of the options is calculated using the Black-Scholes formula and charged to the profit and loss on a straight-line basis over the expected vesting period. At each balance sheet date, the Group revises its estimate of the number of options that are expected to become exercisable. This estimate is not revised according to estimates of changes in market based conditions.

Leased assets

Assets obtained under hire purchase contracts and finance leases are capitalised as tangible assets and depreciated over their useful lives. Obligations under such agreements are included in creditors net of the finance charge allocated to future periods. The finance element of the rental payment is charged to the profit and loss account using the sum of digits method.

Rentals payable under operating leases are charged against income on a straight line basis over the lease term.

Grants

Capital grants received are held on the balance sheet and are amortised over the same period as the assets to which the grants relate. Grants of a revenue nature are credited to the profit and loss accounts in the same year as the related expenditure.

Assets in the course of construction

Assets in the course of construction are held separately within fixed assets, and are transferred to the relevant category, and depreciated upon completion.

2 Exceptional item

In March 2011 Ageas Bowl Experience Limited issued new ordinary shares to Compass Contract Services (UK) Ltd for consideration of £4,000,000. This transaction gave Compass Contract Services (UK) Ltd a 25% stake in the company and diluted the group ownership down to 75%. A profit on dilution of £1,267,537 was created within the group.

Within the shareholder agreement in Ageas Bowl Experience Limited a put and call option was entered into whereby Compass Contract Services (UK) Ltd has the option to sell its interest in Ageas Bowl Experience Limited to Rose Bowl plc, and Rose Bowl plc has the option to buy Compass Contract Services (UK) Ltd's share holding. The put option is exercisable on certain default events and then after 12 years from the start of the agreement. The call option is exercisable within 30 days of the end of the 12 year agreement. The present value of the put option has been provided for within other creditors as detailed in note 17 and has been deducted in arriving at the profit on dilution as noted above. A finance charge of £51,717 relating to the unwinding of the discount on the put liability has been charged to the profit and loss account during the year.

3 Turnover

	2011 £	2010 £
Analysis by class of business:		
Cricket operations	7,803,637	7,981,336
Conferences and events	2,487,624	-
	10,291,261	7,981,336

Turnover arises solely within the United Kingdom.

Excluded from gross sales are £249,676 (2010: £nil) internal sales from the Conference and events business to the cricket operations and £65,000 (2010 £nil) internal sales from the Cricket business to Conferences and events.

4 Segmental analysis

	2011 £	2010 £
Profit before taxation		
Cricket operations	(4,943,944)	(894,643)
Conferences and events	446,626	-
	(4,497,318)	(894,643)
Exceptional profit	1,267,537	-
	(3,229,781)	(894,643)
Net assets		
Cricket operations	6,577,400	8,910,254
Conferences and events	1,093,769	-
	7,671,169	8,910,254

5 Operating loss

	2011	2010
	£	£
This is arrived at after charging:		
Depreciation of tangible fixed assets	336,598	342,954
Amortisation of positive goodwill	60,756	60,756
Hire of plant and machinery - operating leases	5,200	5,200
Hire of other assets - operating leases	39,620	30,000
Auditors' remuneration:		
Auditing services - auditing the accounts of the parent	5,000	4,500
Auditing services - auditing the subsidiaries of the group	20,000	14,500
Non audit services - taxation	26,591	18,500
- all other services	1,950	1,250
Share-based payment (see note 21)	32,000	64,000
Provision against recovery of development costs	2,117,402	-
Legal and professional fees	700,000	-

Amounts paid to the company's auditor in respect of services to the company, other than the audit of the company's financial statements, have not been disclosed as the information is required instead to be disclosed on a consolidated basis.

6 Employees

Staff costs (including directors) consist of:

	Group 2011	Group 2010
	£	£
Wages and salaries	3,504,544	2,623,216
Social security costs	332,988	287,978
Other pension costs	120,682	90,096
	3,958,214	3,001,290

The average number of employees (including directors) during the year was as follows:

	Group 2011	Group 2010
	Number	Number
Players, coaching staff and other ground staff	48	54
Catering staff	12	-
Administration	22	19
	82	73

Included in wages and salaries above is £32,000 (2010: £64,000) relating to share based payments. For further details see note 21.

The catering staff are employed by Compass Contract Services (UK) Ltd and their wage costs recharged to Rose Bowl Experience Limited. These costs have been included in the disclosure above.

7 Directors' remuneration

	2011	2010
	£	£
Directors' emoluments	334,084	402,992
Company contributions to money purchase pension schemes	12,628	30,273
Compensation for loss of office	36,250	55,000

There were 2 directors in the group's defined contribution pension scheme during the year (2010 - 4).

The total amount payable to the highest paid director in respect of emoluments was £125,255 (2010 - £105,344). Company pension contributions of £Nil (2010 - £4,697) were made to a money purchase scheme on their behalf.

8 Income from other fixed asset investments

	2011	2010
	£	£
Income from listed fixed asset investments	39	67
Interest received	180,070	178,774
	180,109	178,841

9 Interest payable and similar charges

	2011	2010
	£	£
Overdraft interest	59,906	28,771
Loan interest (excluding loans from group companies)	169,392	159,763
Finance leases and hire purchase contracts	253,273	157,402
Amortisation of debt issue costs and unwinding of discount	85,557	20,880
Debenture interest	140,146	114,225
	708,274	481,041

10 Taxation on loss on ordinary activities

The group has trading losses of approximately £5.8m (2009 - £6.1m) to carry forward against future trading profits of Hampshire Cricket Limited, £1.4m (2009 - £1.1m) to carry forward against future trading profits of Rose Bowl plc and £1.2m (2009 - £1.2m) to carry forward against future trading profits of RB Events & Promotions Limited.

These losses represent a deferred tax asset not recognised of approximately £1.7m.

	2011	2010
	£	£
<i>UK Corporation tax</i>		
Current tax on profits of the year	46,173	-

The tax assessed for the year is higher than the standard rate of corporation tax in the UK applied to loss before tax. The differences are explained below:

	2011	2010
	£	£
Loss on ordinary activities before tax	(3,229,781)	(894,643)
Loss on ordinary activities at the standard rate of corporation tax in the UK of 28% (2010 - 28%)	(904,339)	(250,500)
Effect of:		
Expenses not deductible for tax purposes	490,583	45,425
Depreciation for period in excess of capital allowances	348,504	96,027
Other timing differences	-	2,739
Movement on unutilised tax losses	116,041	106,309
Marginal relief	(2,704)	-
Effect of changing rate of mainstream corporation tax	(1,912)	-
Current tax charge for the year	46,173	

11 Loss for the financial year

The company has taken advantage of the exemption allowed under section 408 of the Companies Act 2006 and has not presented its own profit and loss account in these financial statements. The group loss for the year includes a loss after tax of £3,368,916 (2010 - £421,197) which is dealt with in the financial statements of the parent company.

12 Intangible fixed assets

Group

	Goodwill
	£
<i>Cost</i>	
At 1 January 2011 and 31 December 2011	2,064,223
<i>Amortisation</i>	
At 1 January 2011	909,848
Provided for the year	60,756
At 31 December 2011	970,604
<i>Net book value</i>	
At 31 December 2011	1,093,619
At 31 December 2010	1,154,375

13 Tangible fixed assets

Group	Leasehold land and buildings £	Fixtures and fittings £	Total £		Leasehold land and buildings £
<i>Cost or valuation</i>				<i>Depreciation</i>	
At 1 January 2011	31,421,720	2,646,066	34,067,786	At 1 January 2011	14,023
Additions	306,617	172,083	478,700	Provided for the year	60,736
Disposals	-	(14,850)	(14,850)	Transfers	(74,759)
Transfers	(65,670)	65,670	-	At 31 December 2011	-
At 31 December 2011	31,662,667	2,868,969	34,531,636	<i>Net book value</i>	
				At 31 December 2011	-
<i>Depreciation</i>				At 31 December 2010	10,978,578
At 1 January 2011	14,023	1,964,152	1,978,175		
Provided for the year	121,608	214,990	336,598	During the year the leasehold land and buildings were transferred to a subsidiary undertaking, Hampshire County Cricket Ground Company, Limited (The).	
Disposals	-	(4,703)	(4,703)		
At 31 December 2011	135,631	2,174,439	2,310,070	The Ageas Bowl was valued by independent external valuers, Ridge & Partners LLP, Property and Construction Consultants and Chartered Surveyors, of Eden Office Park, 65 Macrae Road, Ham Green, Bristol BS20 0DD, in December, 2010, on the basis of depreciated replacement cost, in accordance with RICS Appraisal and Valuation Manual.	
<i>Net book value</i>				Due to the specialised nature of the property, and in accordance with FRS 15, depreciated replacement cost (DRC) was determined to be the most appropriate method of valuation. DRC more fairly reflects the service potential of the premises and is a more appropriate valuation basis than open market value, as such specialised properties are rarely sold on the open market.	
At 31 December 2011	31,527,036	694,530	32,221,566		
At 31 December 2010	31,407,697	681,914	32,089,611		
<i>Company</i>				The historical cost of tangible fixed assets is:	
<i>Cost or valuation</i>					Group
At 1 January 2011			10,992,601		2011
Additions			214,287		£
Transfers			(11,206,888)	Cost	25,169,926
At 31 December 2011			-	Accumulated depreciation based on historical cost	24,706,076
				Historical cost net book value	2,985,969
					2,654,952
					22,183,957
					22,051,124
				The net book value of tangible fixed assets includes an amount of £3,049,151 (2010 - £2,833,346) in respect of assets held under finance leases and hire purchase contracts. The related depreciation charge on these assets for the year was £31,302 (2010 - £126,047). The tangible fixed assets of the parent company includes an amount of £nil (2010 - £2,852,170) in respect of assets held under finance leases and hire purchase contracts. The related depreciation charge on these assets for the year was £18,824 (2010 - £5,700).	

14 Fixed asset investments

Group	Listed investments £	Unlisted investments £	Total £
Cost			
At 1 January 2011 and 31 December 2011	3,556	2,100	5,656
Company	Group undertakings £	Other £	Total £
Cost			
At 1 January 2011	12,565	2,000	14,565
Additions	1,186,936	-	1,186,936
At 31 December 2011	1,199,501	2,000	1,201,501

During the year Rose Bowl plc formally waived a loan owing from R B Events & Promotions Limited. The amount of the loan waived has been added to the cost of investments.

The market value of the listed investments at 31 December 2011 was £Nil (31 December 2010 - £3,556).

Subsidiary undertakings, associated undertakings and other investments

The principal undertakings in which the company's interest at the year end is 20% or more are as follows:

	Proportion of ordinary share capital held	Nature of business
Hampshire Cricket Limited	100%	Cricket club
Hampshire County Cricket Ground Company, Limited (The)	100%	Investment company
R B Events & Promotions Limited	100%	Holds events licence
Ageas Bowl Experience Limited (Formerly Rose Bowl Experience Limited)	100%	Hospitality and catering

All of the above companies are registered in England & Wales and their last year end was 31 December 2011.

15 Stocks

	Group 2011 £	Group 2010 £	Company 2011 £	Company 2010 £
Raw materials and consumables	7,825	5,000	-	-
Finished goods and goods for resale	24,732	28,717	-	-
	32,557	33,717	-	-

There is no material difference between the replacement cost of stocks and the amounts stated above.

16 Debtors

	Group 2011 £	Group 2010 £	Company 2011 £	Company 2010 £
Trade debtors	156,958	301,892	-	-
Amounts owed by group undertakings	-	-	31,527,040	7,412,056
Other debtors	271,500	2,563,769	154,842	251,547
Prepayments and accrued income	104,590	269,846	-	-
	533,048	3,135,507	31,681,882	7,663,603

All amounts shown under debtors fall due for payment within one year.

17 Creditors: amounts falling due within one year

	Group 2011 £	Group 2010 £	Company 2011 £	Company 2010 £
Bank loans and overdrafts (secured)	6,005,937	5,121,657	6,005,937	5,121,657
ECB loans	320,000	735,000	-	-
Trade creditors	3,415,517	2,730,833	641,750	1,911,155
Corporation tax	46,172	-	-	-
Other taxation and social security	699,709	418,056	-	-
Obligations under finance lease and hire purchase contracts (secured)	465,010	900,845	408,409	761,155
Other creditors	195,472	353,467	-	-
Accruals and deferred income	2,652,476	6,350,758	313,574	21,226
	13,800,293	16,610,616	7,369,670	7,815,193

18 Creditors: amounts falling due after more than one year

	Group 2011	Group 2010	Company 2011	Company 2010
	£	£	£	£
Debentures (net of issue costs)	2,770,061	2,591,221	2,770,061	2,591,221
Shareholder loans	4,382,978	1,136,242	4,382,978	-
Amounts owed to group undertakings	-	-	12,318,814	-
Obligations under finance lease and hire purchase contracts (secured)	1,794,908	1,886,599	1,764,485	1,799,575
Sport England loans	375,000	450,000	-	-
ECB Loans	-	150,000	-	-
Other creditors	1,784,142	2,750,000	1,784,142	-
Accruals and deferred income	1,425,011	1,997,010	-	-
	12,532,100	10,961,072	23,020,480	4,390,796

Maturity of debt:

Group	Loans and overdrafts 2011	Finance leases 2011	Debentures 2011
	£	£	£
In one year or less, or on demand	6,325,937	465,010	-
In more than one year but not more than two years	-	584,540	-
In more than two years but not more than five years	4,382,978	1,210,368	2,770,061
	4,382,978	1,794,908	2,770,061

Group

	Loans and overdrafts 2010	Finance leases 2010	Debentures 2010
	£	£	£
In one year or less, or on demand	5,856,657	900,845	-
In more than one year but not more than two years	-	904,865	-
In more than two years but not more than five years	1,136,242	981,734	2,591,221
	1,136,242	1,886,599	2,591,221

Company

	Loans and overdrafts 2011	Finance leases 2011	Debentures 2011
	£	£	£
In one year or less, or on demand	6,005,937	408,409	-
In more than one year but not more than two years	-	554,117	-
In more than two years but not more than five years	4,382,978	1,210,368	2,770,061
	4,382,978	1,764,485	2,770,061

Company

	Loans and overdrafts 2010	Finance leases 2010	Debentures 2010
	£	£	£
In one year or less, or on demand	5,121,657	279,078	-
In more than one year but not more than two years	-	848,264	-
In more than two years but not more than five years	-	951,311	2,591,221
	-	1,799,575	2,591,221

During the year 58 Silver Debentures were issued for consideration of £145,000.

All of the debentures above carry interest at 5% per annum, and the earliest repayment date is 2013.

The bank loans and overdraft are secured on all the group's assets and undertakings. Interest is charged at 3% over 3 month LIBOR. At the year end the bank loan of £4,500,000 was repayable on demand and included in current liabilities.

Included in other loans is an amount of £4,382,978 (2010 - £1,136,242) due to the majority shareholder. The brought forward balance was converted to ordinary share capital during the year, and further information is given in note 20. The amount owing at 31 December 2011 has no fixed repayment date but the majority shareholder has confirmed that no amounts are due within the next year. No interest is due on the loan.

The hire purchase liabilities are secured on the assets concerned.

The liability to Sport England is repayable over a 10 year period. £105,000 falls due in more than 5 years (2010 - £165,000). No interest is due on this liability.

Included in other creditors is £1,784,142 (2010 - £nil) in relation to a put liability. For further details see note 2.

Included in other creditors is £nil (2010 - £3,000,000) due to Compass Contract Services (UK) Ltd. During the current year a joint venture was entered into with Compass Group plc for the catering and hospitality services at the Rose Bowl. The loan due to Compass was converted into equity in the joint venture company, Ageas Bowl Experience Limited. For further details see note 2.

Accruals and deferred income include;

- £1,568,150 (2010: £5,643,343) which is secured on ticket sales
- £120,615 (2010 - £132,862) relating to life and millennium memberships, which are amortised over 15 years,
- £125,136 (2010 - £128,244) in respect of a grant of £150,000 received in 2005 from Sport England in respect of the development of the stadium facilities, which is being amortised over 50 years.

19 Pensions

The group operate a defined contribution pension scheme. The assets of the schemes are held separately from those of the companies in independently administered funds. The pension charge for the year represents contributions payable by the companies to the funds and amounted to £120,682 (2010 - £90,096).

20 Share capital

	2011 £	2010 £
<i>Allotted, called up and fully paid</i>		
7,722,482 (2010 - 6,586,240) ordinary shares of £1 each	7,722,482	6,586,240
1 non-participating special deferred share of £1 each	1	1
	7,722,483	6,586,241

During the year 1,136,242 ordinary shares were issued at par.

The ordinary shares and the non-participating special deferred share carry the same rights to dividends and rights on winding up.

The ordinary shares have one vote for every share held. The number of votes which may be cast by the non-participating special deferred share is equal to twice the number of poll votes cast by ordinary shares.

Share Option Scheme

At 31 December 2011 the following share options were outstanding in respect of ordinary shares:

Date of grant	Number of shares	Period of option	Price per share
28 July 2008	720,000	10 years	1.00

21 Share-based payments

The company grants options over the ordinary shares of the company at not less than the market value of the company's ordinary shares at the date of grant. The vesting period is 3 years from the date of grant. The movement in the number of share options is set out below:

	2011 Weighted average exercise price £	2011 Number	2010 Weighted average exercise price £	2010 Number
Outstanding at the beginning and end of the year	1	720,000	1	720,000

As at 31 December 2011 there were 720,000 share options capable of being exercised. The options outstanding at 31 December 2011 had an exercise price of £1 and a remaining life of 6 years and 2 months. The fair value of each option granted during the previous year was £0.20.

The following information is relevant in the determination of the fair value of options granted during the year under the equity-settled share based remuneration schemes operated by Rose Bowl plc.

	2011	2010
Equity-settled		
Option pricing model used	Black-Scholes	Black-Scholes
Weighted average exercise price at grant date (£)	1	1
Exercise price (£)	1	1
Expected volatility	25.0%	25.0%
Risk-free interest rate	2.5%	2.5%

The volatility assumptions are derived from observation of the volatility of quoted shares in similar sectors to the company. The share-based remuneration expense (note 5) comprises:

	2011 £	2010 £
Equity-settled schemes	32,000	64,000

The group did not enter into any share-based payment transactions with parties other than employees during the current or prior year.

22 Reserves

Group	Revaluation reserve	Profit and loss account
	£	£
At 1 January 2011	10,037,609	(7,713,596)
Loss for the year	-	(3,407,366)
Share option charge	-	32,000
At 31 December 2011	10,037,609	(11,088,962)

Company	Other reserve	Profit and loss account
	£	£
At 1 January 2011	-	(117,409)
Loss for the year	-	(3,368,916)
Put option	(1,732,425)	-
At 31 December 2011	(1,732,425)	(3,486,325)

As permitted by Section 408 of the Companies Act 2006, the holding company's profit and loss account has not been included in these financial statements, but its results for the year are stated above.

The 'Other reserve' has been created on the set up of a liability for the put option as described in note 2 and represents the discounted present value of the put liability.

23 Reconciliation of movements in shareholders' funds

	Group 2011	Group 2010	Company 2011	Company 2010
	£	£	£	£
Loss for the year	(3,407,366)	(894,643)	(3,368,916)	(421,197)
Other net recognised gains and losses relating to the year - Revaluation deficit	-	(4,612,077)	-	-
Issue of shares	1,136,242	-	1,136,242	-
Other reserve in relation to put liability	-	-	(1,732,425)	-
Share option charge	32,000	64,000	-	-
Net deductions from shareholders' funds	(2,239,124)	(5,442,720)	(3,965,099)	(421,197)
Opening shareholders' funds	8,910,254	14,352,974	6,468,832	6,890,029
Closing shareholders' funds	6,671,130	8,910,254	2,503,733	6,468,832

24 Contingent liabilities

Sport England had advanced grants amounting to £7,926,728 to the former Cricket Club to assist in the construction and development of the community facilities at the Ageas Bowl. Sport England hold a second legal charge over the Ageas Bowl. The deed includes certain events of default, restricted to a period of 21 years from the date of the deed, where under the total grant would be repayable for which Rose Bowl plc has assumed liability.

25 Commitments under operating leases

The group had annual commitments under non-cancellable operating leases as set out below:

	Land and buildings 2011	Other 2011	Land and buildings 2010	Other 2010
	£	£	£	£
Operating leases which expire:				
Within one year	-	-	-	12,300
After five years	40,000	-	40,000	-

26 Related party disclosures

Control

The directors consider R G Bransgrove to have ultimate control by virtue of his shareholding in the company.

The following paragraphs give details of all material related party transactions

R G Bransgrove, a director of Rose Bowl plc, is also a director of Rose Bowl Developments Limited and Hampshire Cricket Limited.

During the year management costs of £384,970 (2010 - £384,970) were charged to Rose Bowl Developments Limited, and fees from professional advisors (lawyers, architects, and other consultants) of £nil (2010 - £nil) relating to the development were recharged from Rose Bowl Developments Limited to Hampshire Cricket Limited. Included within debtors is a net debt of £nil (2010 - £1,562,293) due from RB Developments Limited after a provision totalling £2,117,402 was made during the year. Included within interest receivable is £180,070 (2010 - £178,744) of interest on this loan, which is accrued at 12% p.a.

N Pike and R G Bransgrove are directors of Rose Bowl plc. During 2009, N Pike purchased £36,000 and R G Bransgrove purchased £12,000 of debentures in the company. Interest accrued on the debentures as at 31 December 2010 amounted to £1,800 (2010 - £1,800) for N Pike and £600 (2010 - £600) for R G Bransgrove, and is included within accruals.

Included in Creditors: amounts falling due after more than one year' at the year end, is a loan due to R G Bransgrove totaling £4,382,978 (2010 - £1,136,242). During the year £1,136,242 was converted into equity. Interest of £nil (2010 - £5,713) has been charged on this loan.

27 Reconciliation of operating loss to net cash (outflow)/inflow from operating activities

	2011	2010
	£	£
Operating loss	(3,969,153)	(592,443)
Amortisation of intangible fixed assets	60,756	60,756
Depreciation of tangible fixed assets	336,598	342,954
Profit on sale of tangible fixed assets	(1,103)	-
Decrease/(increase) in stocks	1,160	(17,372)
Decrease/(increase) in debtors	2,665,675	(1,835,169)
(Decrease)/increase in creditors	(3,505,664)	7,075,387
Share based payment charge	32,000	64,000
Net cash (outflow)/inflow from operating activities	(4,379,731)	5,098,113

28 Reconciliation of net cash flow to movement in net debt

	2011	2010
	£	£
Decrease in cash	(698,829)	(1,032,377)
Cash (outflow)/inflow from changes in debt	(3,585,452)	268,254
Movement in net debt resulting from cash flows	(4,284,281)	(764,123)
Inception of finance leases	-	(2,904,879)
Shareholder loan converted to equity	1,136,242	-
Amortisation of debt issue costs	(33,840)	-
Movement in net debt	(3,181,879)	(3,669,002)
Opening net debt	(12,308,488)	(8,639,486)
Closing net debt	(15,490,367)	(12,308,488)

29 Analysis of net debt

	At 1 January 2011	Cash flow	Other non-cash items	At 31 December 2011
	£	£	£	£
Cash at bank and in hand	63,076	185,451	-	248,527
Bank overdrafts	(621,657)	(884,280)	-	(1,505,937)
		(698,829)		
Debt due within one year	(5,235,000)	415,000	-	(4,820,000)
Debt due after one year	(3,727,463)	(4,527,978)	1,102,402	(7,153,039)
Finance leases	(2,787,444)	527,526	-	(2,259,918)
		(3,585,452)		
Total	(12,308,488)	(4,284,281)	1,102,402	(15,490,367)



THE AGEAS BOWL

DIAMOND DEBENTURE
