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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

11116

36624

Name of company

* The Everton Football Club Company Limited ("the Company")

Date of creation of the charge

27th March 1998

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

Legal Charge dated 27th March 1998 and made between the Company (1) and the Bank (2) ("the Charge")

Amount secured by the mortgage or charge

All monies, obligations and liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company whether actually or contingently, and whether solely or jointly with any other person, and whether as principal or surety, and whether or not the Bank shall have been an original party to the relevant transaction, including interest discount commission or other lawful charges and expenses which the Bank may, in the course of its business, charge in respect of any of the matters aforesaid or for keeping the Company's account(s), (and also including the costs, charges and expenses incurred under the Charge by the Bank or any Receiver and all other monies paid by the Bank or any Receiver in connection with the Charge or the Property or any of the Other Charged Assets and any interest thereon) and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand or judgement or the insolvency of the Company ("the Company's Indebtedness").

Names and addresses of the mortgagees or persons entitled to the charge

The Co-operative Bank p.l.c. of PO Box 101, 1 Balloon Street, Manchester M60 4EP ("the Bank")

Presentor's name address and
reference (if any):

Addleshaw Booth & Co
100 Barbirolli Square
Manchester
M23AB

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MDY/CLW/103284/240/sxm

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1.1 By the Charge the Company (to the full extent of the Company's interest in the Property or its proceeds of sale) with Full Title Guarantee charges to the Bank by way of legal mortgage all legal interests and otherwise by way of specific equitable charge the Property (as defined below) and shall include all additions thereto and all fixtures and all fittings in the nature of fixtures and all fixed plant and machinery (not being chattels within the meaning of the Bills of Sale Acts) now or in the future in or about the Property, and includes any part or parts thereof, as a continuing security for the payment or discharge on demand of the Company's Indebtedness.

1.2 By the Charge the Company (to the full extent of the Company's interest therein) with Full Title Guarantee, charges by way of floating charge (as a continuing security for the payment or discharge of the Company's Indebtedness) the Equipment.

1.3 By the Charge where a business or undertaking is carried on at or from the Property, the Company (to the full extent of the Company's interest) with Full Title Guarantee, assigns unto the Bank (as a continuing security for the payment or discharge of the Company's Indebtedness) (i) the goodwill of the business carried on at or from the Property (ii) the benefit of the Licence or Certificate and (iii) the right to recover and receive any compensation payable in respect of the Licence or Certificate to hold the same unto the Bank absolutely subject to re-assignment on redemption.

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Particulars as to commission allowance or discount (note 3)

Nil

Signed *Addleshaw Booth & Co*

Date *6th* April 1998

On behalf of [company] [mortgagee/chargee] †

† delete as
appropriate

NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

36624

Name of Company

The Everton Football Club Company Limited ("the Company")

Limited*

* delete if
inappropriate

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

**Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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NOTES

1 DISPOSAL

1 By the Charge the Company agrees not without the Bank's prior written consent to:

1.1 grant or accept (or contract so to do) a surrender of any lease, licence to occupy or franchise relating to the Property, or agree any variation of the terms of any lease or part with or share occupation of the Property;

1.2 create, or purport to create, any other mortgage, charge or lien on the Property or the Other Charged Assets;

1.3 sell or dispose of the Property or any part of it (or contract so to do);

1.4 sever or dispose of any fixed plant and machinery and other fixtures now or in the future in or about the Property, save in the ordinary course of repair or replacement;

1.5 dispose of the Equipment save in the ordinary course of business.

2 PERFECTION OF SECURITY

2 By the Charge the Company agrees to execute and do all such assurances and things as the Bank may require for perfecting the security created by the Charge, or for preserving the Property, or for facilitating the realisation of the same in such manner as the Bank may think fit, and for exercising all powers conferred by the Charge or by law on the Bank or a Receiver.

3 POWER OF ATTORNEY

By the Charge the Company irrevocably appoints the Bank and any nominee of the Bank (whether or not a Receiver has been appointed) and also (as a separate appointment) the Receiver and any nominee of the Receiver severally to be the Attorney and/or Attorneys of the Company (with full power of substitution and delegation), and in the Company's name and on his behalf and as his act and deed or otherwise to sign, seal, deliver and otherwise perfect and do any deed, assurance, agreement, instrument or act which may, be required by the Bank or any Receiver for the purposes of the Charge or the exercise of any of the powers granted thereby. The Company will ratify or confirm any deeds instruments acts and things which the Bank or any such Receiver (or their respective nominees) may lawfully sign or execute or do.

4 CONTINUING SECURITY AND AMOUNT DUE

4.1 Without prejudice to the generality of clause 3 of the Charge, (reproduced above as paragraphs 1.1, 1.2 and 1.3 of the first part of this section of this Form 395), the Charge secures all advances already made and to be made, and shall be a continuing security to the Bank notwithstanding any settlement of account or other matter whatsoever.

4.2 The Charge shall not be considered as satisfied or discharged by an intermediate payment, repayment or discharge of the whole or any part of the Company's Indebtedness.

Definitions:

In this Form 395:

"the Equipment" means all unfixed plant and machinery and other chattels and equipment at the date of the Charge or in the future in on or about the Property, and includes any part or parts thereof;

"Licence or Certificate" means the Justices Licence or Registration Certificate (if any) or other Licence or Certificate (if any) necessary to carry on at or from the Property the business or undertaking of the Company;

"the LPA 1925" means the Law of Property Act 1925;

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

36624

Name of Company

The Everton Football Club Company Limited ("the Company")

Limited*

* delete if
inappropriate

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

**Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"the Other Charged Assets" mean the assets (if any) other than the Property charged by the Charge:

"the Property" means the freehold property known as Goodison Park, Goodison Road, Liverpool L4 4EL, comprised in the following conveyances:

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The Main Ground		
12.8.1895	Conveyance	1) Christopher J Leyland 2) The Everton Football Club Company Limited
205 Walton Lane, Liverpool		
14.3.1944	Conveyance	1) Ernest Edward Hutchinson & Elizabeth Jackson 2) The Everton Football Club Company Limited
207 & 209 Walton Lane, Liverpool		
22.2.1933	Conveyance	1) William Henry McGauley, James McGauley, Martha McEnanie, Frederick Broadhurst 2) Albert Edward John Davies 3) The Everton Football Club Company Limited
211/215 Walton Lane, Liverpool		
22.3.1948	Conveyance	1) Mary Elizabeth Rigby 2) The Everton Football Club Company Limited
217 Walton Lane, Liverpool		
18.4.1942	Conveyance	1) Margaret Mary O'Keefe 2) The Everton Football Club Company Limited
219 Walton Lane, Liverpool		
25.1.1962	Conveyance	1) Margaret Mary O'Keefe 2) The Everton Football Club Company Limited
223 Walton Lane, Liverpool		
5.8.1927	Conveyance	1) Elizabeth Arrowsmith 2) Ethel Mary & Cecil Francis Guest 3) The Everton Football Club Company Limited
197 Walton Lane, Liverpool		
3.6.1938	Conveyance	1) Annie Hutchinson 2) Amy Helen Maddocks 3) The Everton Football Club Company Limited
199 Walton Lane, Liverpool		
5.6.1946	Conveyance	1) Florence Wilson 2) The Everton Football Club Company Limited
201 Walton Lane, Liverpool		
22.7.1944	Conveyance	1) Mary Heath 2) The Everton Football Club Company Limited
203 Walton Lane, Liverpool		
7.7.1950	Conveyance	1) Mary Beatrice Hutchinson 2) The Everton Football Club Company Limited
221 Walton Lane, Liverpool		
14.11.1931	Conveyance	1) Alfred Davies 2) The Everton Football Club Company Limited
1/23 (odd numbers only) & 2/32 (even numbers only) Goodison Avenue and 4/10 (even numbers only) Goodison Road		
26.2.1920	Conveyance	1) Edward Molyneux 2) The Everton Football Club Company Limited
14/36 (even numbers only) Gwladys Street, Walton		
31.12.1914	Conveyance	1) Helen Muriel Richardson & Sir Henry Paget-Cooke 2) The Everton Football Club Company Limited

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

36624

Name of Company

The Everton Football Club Company Limited ("the Company")

Limited*

* delete if
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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12 Gwladys Street, Walton
30.12.1914 Conveyance

1) William Lawson 2) The Provident Association of
London Limited 3) The Everton Football Club Company
Limited

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8 Gwladys Street, Walton
30.12.1914 Conveyance

1) William Lawson 2) The Provident Association of
London Limited 3) The Everton Football Club Company Limited

2, 4, 6 & 10 Gwladys Street, Walton

30.12.1914 Conveyance

1) William Lawson 2) The Provident Association of
London Limited 3) The Everton Football Club Company Limited

38/48 (even numbers only) Gwladys Street, Walton

5.12.1914 Conveyance

1) Mary Beatrice Williams & George Leather
2) Frederick James Osbaldeston 3) The Everton
Football Club Company Limited;

"Receiver" means any one or more receivers appointed under the Charge pursuant to the LPA
1925 or any one or more administrative receivers, and includes any substitute receiver or
receivers.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00036624

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 27th MARCH 1998 AND CREATED BY EVERTON FOOTBALL CLUB COMPANY, LIMITED (THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CO-OPERATIVE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th APRIL 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th APRIL 1998.

Peter C Protheroe

for the Registrar of Companies



C O M P A N I E S H O U S E