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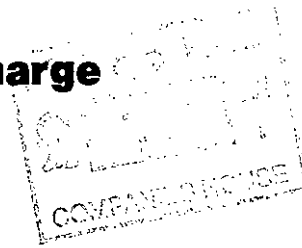
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in black type, or
bold block lettering

*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge



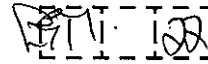
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



36624

Name of company

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

Date of creation of the charge

2 June 1999

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

5

Debenture (the "Charge")

Amount secured by the mortgage or charge

4

All liabilities owed or expressed to be owed to Singer & Friedlander Limited ("the Bank"), whether or not originally owed to the Bank and whether owed jointly or severally, as principal or surety or in any other capacity (the "Secured Liabilities").

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

Singer & Friedlander Limited
21 New Street
Bishopsgate
London EC2M 4HR

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

Taylor Joynson Garrett
Carmelite, 50 Victoria
Embankment, Blackfriars,
London, EC4Y 0DX

SWL/AGS

Time critical reference

For official use
Mortgage Section

Post room



NW
066284
E20X2

Short particulars of all the property mortgaged or charged

See attached schedules.

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legibly, preferably
in black type, or
bold block
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1
95

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Taylor-Joy-Garrett

Date 14 June 1999

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

Singer & Friedlander Limited

† 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.

SCHEDULE

1. Definitions

The following expressions in this schedule have the following meanings::

"Charged Property" means all property mortgaged, charged or assigned by this deed;

"Debts" means all existing and future book and other debts and rights to money and income (excluding Rental Income) liquidated and unliquidated owing to the Company including any season ticket revenue and the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank;

"Designated Account" means:

- (a) any account with the Bank; or
- (b) any account with any other bank which has been notified of the Bank's interest in such account and has agreed in writing not to permit withdrawals from such account except with the written consent of the Bank;

"Encumbrance" means a mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and leaseback or sale and repurchase arrangement) having or intended to have a similar effect;

"Existing Security" means the debenture dated 27 March 1998 made between the Borrower and The Co-Operative Bank plc;

"Hedging Agreement" means any existing and future interest rate exchange agreement or other contract for the purpose of securing a profit or avoiding a loss by reference to fluctuations in interest rates entered into by the Company with any person;

"Intellectual Property" means any existing and future right in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

"Investment" means any existing or future:

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment,

and, to the extent not constituting a Debt, any income, offer, right or benefit in respect of any such investment;

"Lease" includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly; and

"Property" means:

- a) All that freehold property known as Goodison Park, Goodison Road, Liverpool comprised in the following conveyances:

The Main Ground

Conveyance dated 12.8.1895 between (1) Christopher J Leyland (2) The Everton Football Club Company Limited

205 Walton Lane, Liverpool

Conveyance dated 14.3.1944 between (1) Ernest Edward Hutchinson & Elizabeth Jackson (2) The Everton Football Club Company Limited

207&209 Walton Lane, Liverpool

Conveyance dated 22.2.1933 between (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

Conveyance dated 22.3.1948 between (1) Mary Elizabeth Rigby (2) The Everton Football Club Company Limited

217 Walton Lane, Liverpool

Conveyance dated 18.4.1942 between (1) Margaret Mary O'Keefe (2) The Everton Football Club Company Limited

219 Walton Lane, Liverpool

Conveyance dated 25.1.1962 between (1) Margaret Mary O'Keefe (2) The Everton Football Club Company Limited

223 Walton Lane, Liverpool

Conveyance dated 25.8.1927 between (1) Elizabeth Arrowsmith (2) Ethel Mary & Cecil Francis Guest (3) The Everton Football Club Company Limited

197 Walton Lane, Liverpool

Conveyance dated 3.6.1938 between (1) Annie Hutchinson (2) Amy Helen Maddocks (3) The Everton Football Club Company Limited

199 Walton Lane, Liverpool

Conveyance dated 5.6.1946 between (1) Florence Wilson (2) The Everton Football Club Company Limited

201 Walton Lane, Liverpool

Conveyance dated 22.7.1944 between (1) Mary Heath (2) The Everton Football Club Company Limited

203 Walton Lane, Liverpool

Conveyance dated 7.7.1950 between (1) Mary Beatrice Hutchinson (2) The Everton Football Club Company Limited

221 Walton Lane, Liverpool

Conveyance dated 14.11.1931 between (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

Conveyance dated 26.2.1920 between (1) Edward Molyneux (2) The Everton Football Club Company Limited

14/36 (even number only) Gwladys Street, Walton

Conveyance dated 31.12.1914 between (1) Helen Muriel Richardson & Sir Henry Paget-Cooke (2) The Everton Football Club Company Limited

12 Gwladys Street, Walton

Conveyance dated 30.12.1914 between (1) William Lawson (2) The Provident Association of London Limited (3) The Everton Football Club Company Limited

8 Gwladys Street, Walton

Conveyance dated 30.12.1914 between (1) William Lawson (2) The Provident Association of London Limited (3) The Everton Football Club Company Limited

2,4,6,& 10 Gwladys Street, Walton

Conveyance dated 30.12.1914 between (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

Conveyance dated 5.12.1914 between (1) Mary Beatrice Williams & George Leather (2) Frederick James Osbaldeston (3) The Everton Football Club Company Limited

- b) Land forming part of Bellefield Sports Ground, Sandforth Road, West Derby, Liverpool, Merseyside registered at HM Land Registry with title number LA17955.
- c) Land and buildings on the south west of Park Lane, Netherton, Merseyside registered at HM Land Registry with title number MS370175.

- d) All that property known as land on the south side of Sandforth Road, West Derby, Liverpool, Merseyside registered at HM Land Registry with title number MS377268.
- e) All that freehold land and buildings on the west side of Walton Lane, Liverpool and 94 Newby Street, Liverpool registered at HM Land Registry with title numbers MS296033, MS154694 and MS354948.

"Rental Income" means all amounts payable to or for the benefit of the Company in connection with the occupation of the Property including each of the following amounts:

- (a) rent including any increase of rent or interim rent agreed by the Company or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other sums payable under any Lease;
- (b) sums payable from any deposit held as security for performance of any tenant's obligations or by any guarantor of those obligations;
- (c) any other monies payable in respect of occupation and/or use of the Property including any fixture for display or advertisement;
- (d) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the Company in respect of the Property net of any costs, fees and expenses incurred but not reimbursed to the Company in connection with such claim;
- (e) any monies payable under any policy of insurance in respect of loss of rent;
- (f) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any occupational lease or occupancy agreement; and
- (g) any interest payable on any sum referred to above.

2. **Short particulars of all property mortgaged or charged**

The Company with full title guarantee:

- (a) charged by way of legal mortgage the Property;
- (b) charged by way of equitable mortgage the interest of the Company in any freehold or leasehold property (other than the Property) owned by the Company at the date of the Charge or acquired by the Company at any time after the date of the Charge;
- (c) charged by way of fixed charge the interest of the Company in:

- (i) all existing and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property;
 - (ii) any Investment;
 - (iii) its existing and future goodwill and uncalled capital;
 - (iv) all existing and future cash at bank;
 - (v) any Intellectual Property;
 - (vi) any money at the date of the Charge or at any time thereafter standing to the credit of any Designated Account;
 - (vii) any existing and future proceeds of any insurance of any Charged Property; and
 - (viii) any sum received by the Company as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;
- (d) charged by way of fixed charge the interest of the Company in and the benefit of all agreements for the supply of goods or services by the Company entered into on or before the date of this deed and the benefit of any guarantee or security for the performance of any of such agreements provided that if any such agreement, guarantee or security is expressed to be non-assignable then the Company charges to the Bank by way of fixed charge its interest in and the benefit of it;
- (e) charged by way of fixed charge the interest of the Company in the Debts;
- (f) assigned by way of first assignment the Rental Income;
- (g) assigned by way of first assignment any Hedging Agreement; and
- (h) charged by way of fixed charge, all other existing and future property of the Company not charged or assigned by the previous paragraphs of this clause (other than the Company's stock in trade or work in progress); and
- (i) charged by way of floating charge with full title guarantee the whole of the Company's existing and future undertaking and property to the extent not otherwise at any time subject to any fixed charge in favour of the Bank.

NB The Charge contains the following covenant:

The Company will not except with the prior written consent of the Bank:

- (j) dispose or purport or agree to dispose of any interest in or lend or grant any licence or other right over any property mortgaged, charged or assigned under

clause 3 of the Charge or, save for full consideration in money or money's worth and in the ordinary course of the Company's business, dispose of any interest in or lend or grant any licence or other right over any of the property charged by way of floating charge under clause 4 of the Charge;

- (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property (other than in favour of the Bank and the Existing Security); or
- (c) redeem or purchase its own shares or provide financial assistance for such purposes or pay an abnormal sum by way of dividend.

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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 DEBENTURE DATED THE 2nd JUNE 1999 AND CREATED BY EVERTON FOOTBALL CLUB COMPANY, LIMITED (THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SINGER & FRIEDLANDER LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd JUNE 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th JUNE 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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