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MG01

Particulars of a mortgage or charge

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A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to reg
particulars of a charge for a Sci
company. To do this, please us
form MG01s

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COMPANIES HOUSE

1	Company details	For official use
Company number	0 0 0 3 5 6 6 8	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	The Liverpool Football Club and Athletic Grounds Limited (the Company)	
2	Date of creation of charge	
Date of creation	3 0 10 09 20 11	
3	Description	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
	A security agreement dated 30 September 2011 between, among others, the Company as an Original Chargor and The Royal Bank of Scotland plc for itself and as agent and trustee for each of the Senior Creditors (the Security Agent) (the Security Agreement)	
4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	Any and all present and future sums, liabilities and obligations (actual or contingent and whether owed solely or jointly with any other person and whether as principal or surety) owing, payable or incurred by any Obligor to any Senior Creditor in any currency under the Senior Finance Documents Unless defined elsewhere in this Form MG01, capitalised terms used in this Form MG01 shall have the meanings given to them in the continuation pages attached hereto Unless the context otherwise requires, capitalised terms importing the plural include the singular and vice versa	
	Continuation page Please use a continuation page if you need to enter more details	

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name The Royal Bank of Scotland plc

Address 15 Bishopsgate,

London

Postcode E C 2 P 2 A P

Name

Address

Postcode

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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

1 Legal Mortgages

Pursuant to Clause 3.1 (*Legal mortgages*) of the Security Agreement, the Company has charged and agreed to charge in favour of the Security Agent by way of first legal mortgage

(a) the Real Property in England or Wales vested in it on the date of this Security Agreement, and

(b) the Group Shares and any other shares forming part of the Investments belonging to it on the date of this Security Agreement

2 Fixed Charges

Pursuant to Clause 3.2 (*Fixed charges*) of the Security Agreement, the Company has charged and agreed to charge in favour of the Security Agent by way of first fixed charge all its rights, title and interest from time to time in and to

(a) the Real Property (to the extent not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) under the Security Agreement),

(b) the Investments (to the extent not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) of the Security Agreement),

(c) any plant and machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights,

(d) the Accounts,

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(e) to the extent not effectively assigned under Clause 3.3 (*Assignments*) of the Security Agreement, the Insurance Policies and the Assigned Agreements to which it is party,

(f) any goodwill and rights in relation to its uncalled capital,

(g) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(h) the Intellectual Property;

(i) any beneficial interest, claim or entitlement of it to any assets of any pension fund, and

(j) the Monetary Claims

3 Assignments

Pursuant to Clause 3 3 (*Assignments*) of the Security Agreement, the Company has assigned and agreed to assign by way of security, absolutely and unconditionally, to the Security Agent all its rights, title and interest from time to time in and to

(a) the Insurance Policies, and

(b) each Assigned Agreement to which it is a party (in relation to the Hedging Agreements, subject and without prejudice to (1) the payment netting provisions set out in section 2(c) of the 1992 ISDA Master and/or section 2(c) of the 2002 ISDA Master and the close-out netting provisions set out in section 6(e) of the 1992 ISDA Master and/or section 6(f) of the 2002 ISDA Master forming part of the Hedging Agreements)

4 Floating Charge

(a) Pursuant to Clause 3 4 (*Floating charge*) of the Security Agreement, the Company has charged in favour of the Security Agent by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located

(b) The floating charge created by the Company pursuant to paragraph (a) of Clause 3 4 of the Security Agreement shall be deferred in point of priority to all other Security

(c) The floating charge created by the Company pursuant to paragraph (a) of Clause 3 4 of the Security Agreement is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Security Agreement

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5 Restriction on Dealings

Pursuant to Clause 6 (*Restriction on Dealings*) of the Security Agreement, the Company may not

(a) create or permit to subsist any Security Interest on any of the Security Assets, or

(b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) assign, charge, transfer or dispose of all or any part of its rights, title and interest in and to the Security Assets,

unless permitted to do so under the Credit Agreement

6 Further Assurances

Pursuant to Clause 20 (*Further Assurances*) of the Security Agreement, the Company shall, at its own expense, take whatever action the Security Agent or a Receiver may require for

(a) creating, perfecting or protecting any Security Interest intended to be created by or pursuant to the Security Agreement,

(b) facilitating the realisation of any Security Asset on and after the occurrence of an Event of Default which is continuing,

(c) creating and perfecting security in favour of the Security Agent over the assets of the Company located in any jurisdiction outside England and Wales,

(d) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver in respect of any Security Asset,

including

(1) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent (or to its nominee), and

(11) the transfer of legal and/or equitable title in any existing or future Real Property to a third party (including after the Security Agent has exercised any right of appropriation pursuant to Clause 15 9 (*Right of appropriation*) of the Security Agreement), and

(111) the giving of any notice, order or direction and the making of any filing or registration

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7 Negative Pledge

Pursuant to paragraph (b) of Clause 17 2 (*Restrictions*) of the Credit Agreement, the Company undertakes not to create or permit to subsist any Security Interest on any of its assets or any Quasi-Security other than as permitted under the terms of the Credit Agreement

8 Definitions

1992 ISDA Master means the International Swap Dealers Association, Inc., 1992 master agreement

2002 ISDA Master means the International Swap Dealers Association, Inc , 2002 master agreement

Accession Document means a deed of accession substantially in the form set out in Schedule 6 (*Form of Deed of Accession*) (or such other form as the Security Agent may approve)

Account means the Control Accounts and the Collection Account

Additional Chargor means a person who has acceded to the Security Agreement as an additional chargor by executing an Accession Document

Additional Guarantor means a Group Member which becomes a Guarantor in accordance with Clause 21 17 (*Additional Guarantors*) of the Credit Agreement

Advance means

(a) when designated **Facility A**, the principal amount of each advance made or to be made under Facility A, and

(b) when designated **Facility B**, the principal amount of each advance made or to be made under Facility B,

in each case as from time to time reduced by repayment or prepayment and without any such designation means the Advance which the context requires

Agents means the Facility Agent and the Security Agent

Agency Fees Letter means the letter from the Agents to the Company dated 30 September 2011 setting out the details of certain fees payable to the Agents in connection with the Facilities and referred to in Clause 11 (*Fees*) of the Credit Agreement

Ancillary Document means a document setting out the terms on which Ancillary Facilities are made available (including the RBS Ancillary Facility Letter)

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Ancillary Facilities means any facilities referred to in Clause 7.1 (*Ancillary Facilities*) of the Credit Agreement made available to the Company by an Ancillary Lender by designating a portion of its Facility B Commitment in accordance with Clause 7.1 (*Ancillary Facilities*) of the Credit Agreement

Ancillary Lender means a Facility B Lender and each of its affiliates in its capacity as provider of Ancillary Facilities

Ancillary Limit means, in relation to an Ancillary Lender, an amount (not exceeding its Facility B Commitment) equal to the maximum exposure expressed in Sterling (excluding accrued uncapitalised interest, fees and like charges) which it has agreed to make available by way of Ancillary Facilities in accordance with Clause 7.1 (*Ancillary Facilities*) of the Credit Agreement as cancelled, reduced or terminated from time to time in accordance with the Credit Agreement and/or the relevant Ancillary Documents

Applicable GAAP means accounting principles, standards and practices generally accepted in the United Kingdom

Arranger means the Royal Bank of Scotland plc, Banc of America Securities Limited and Barclays Corporate (together the **Arrangers**)

Arrangement Fee Letter means the letter from the Arrangers to the Company dated 30 September 2011 setting out the details of certain fees payable to the Arrangers in connection with the Facilities and referred to in Clause 11 (*Fees*) of the Credit Agreement

Assigned Agreements means the Hedging Agreements, the Intra-Group Documents, the Operating Support Agreement any agreement specified as such in Part D of Schedule 2 (*Security Assets*) of the Security Agreement and any other agreement designated as an Assigned Agreement by a Chargor and the Security Agent and (in each case) all Related Rights

Assignment Agreement means an agreement substantially in the form set out in Part B of Schedule 5 of the Credit Agreement (or such other form as the Facility Agent (acting reasonably) approves)

Cash Collateral Account means in relation to the Company

(a) any of the Company's accounts specified as such in Part C of Schedule 2 of the Security Agreement and all Related Rights, and

(b) any other account so designated by the Company and the Security Agent and all Related Rights

Chargor means each Original Chargor and each Additional Chargor

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Collection Account means, in relation to the Company

(a) any of the Company's accounts specified as such in Part C of Schedule 2 of the Security Agreement and all Related Rights; and

(b) any other account opened or maintained by the Company (other than a Control Account and including any replacement account or sub-account of such account) and all Related Rights

Commitment means

(a) when designated Facility A, in relation to an Original Lender and Facility A, the amount set opposite its name in Part B of Schedule 1 of the Credit Agreement in relation to Facility A, and

(b) (subject to Clauses 7.1 (Ancillary Facilities) and 7.2 (Letter of Credit Facilities) of the Credit Agreement) when designated Facility B, in relation to an Original Lender and Facility B, the amount set opposite its name in Part B of Schedule 1 of the Credit Agreement in relation to Facility B,

and in each case in relation to any Lender

(1) includes the total amount of any so designated Commitment transferred to it under the Credit Agreement or assumed by it in accordance with Clause 2.2 (Increase), Clause 2.3 (Increase in Facility A Commitments) or Clause 2.4 (Increase in Facility B Commitments) of the Credit Agreement, and

(11) means the relevant Commitment to the extent not cancelled, reduced or transferred by it under the Credit Agreement,

and without any such designation means the Commitment which the context requires

Compliance Certificate means a certificate (substantially in the form set out in Schedule 8 of the Credit Agreement or such other form as the Facility Agent approves) delivered in accordance with paragraph (c) of Clause 17.4 (Compliance Certificates and other confirmations) of the Credit Agreement

Control Accounts means each of the Prepayment Holding Account, the Cash Collateral Account, the Deferred Player Payment Collateral Account and the Retained Excess Cashflow Account

Credit Agreement means the credit agreement dated 30 September 2011 between, among others, the Company and The Royal Bank of Scotland plc as Security Agent and The Royal Bank of Scotland plc as Facility Agent

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Deferred Player Payment Collateral Account means in relation to the Company:

(a) any of the Company's accounts specified as such in Part C of Schedule 2 of the Security Agreement and all Related Rights, and

(b) any other account so designated by the Company and the Security Agent and all Related Rights

Equity Documents means the constitutive documents of UKSV Holdings Company Ltd and any document evidencing or constituting Permitted Shareholder Debt

Event of Default means any event specified in Clause 19.1 (Events of Default) of the Credit Agreement

Facilities means Facility A, Facility B, the Ancillary Facilities and the Letter of Credit Facilities

Facility Agent means The Royal Bank of Scotland plc in its capacity as agent for the Finance Parties or a successor appointed under Clause 20 13 (Resignation) of the Credit Agreement

Facility A means the term loan facility to be made available by the Facility A Lenders under paragraph (a) of Clause 2 1 (Facilities) of the Credit Agreement

Facility A Increase Lender has the meaning given to that term in Clause 2 3 (Increase in Facility A Commitments) of the Credit Agreement

Facility B means the revolving credit facility to be made available by the Facility B Lenders under paragraph (b) of Clause 2 1 (Facilities) of the Credit Agreement

Facility B Increase Lender has the meaning given to that term in Clause 2 4 (Increase in Facility B Commitments) of the Credit Agreement

Fee Letters means the Agency Fee Letter, the Arrangement Fee Letter, the Upfront Fee Letter and any other document designated as a Fee Letter by the Facility Agent and UKSV Holdings Company Ltd or by the relevant Increase Lender, Facility A Increase Lender or Facility B Increase Lender pursuant to Clause 2 2 (Increase), Clause 2.3 (Increase in Facility A Commitments) or Clause 2.4 (Increase in Facility B Commitments) (as applicable) of the Credit Agreement

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Finance Documents means the Credit Agreement, each Security Document, the Intercreditor Agreement, the Operating Support Agreement, the Hedging Agreements, the Ancillary Documents, each Letter of Credit Facility Agreement, each Accession Document, each Utilisation Request, the Fee Letters, each selection notice, any accession document entered into in connection with the Intercreditor Agreement, any Compliance Certificate, any Transfer Certificate, any Assignment Agreement, any Increase Confirmation and any other document from time to time designated as a "Finance Document" by the Facility Agent and UKSV Holdings Company Ltd provided that where the term 'Finance Document' is used in, and construed for the purposes of, the Credit Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of

- (a) the definition of Material Adverse Effect,
- (b) the definition of Security Document,
- (c) the definition of Transaction Document,
- (d) paragraph (c) of Clause 1 3 (General construction) of the Credit Agreement,
- (e) Clause 15 (Guarantee and Indemnity) of the Credit Agreement, and
- (f) Clause 19 (Events of Default) (other than paragraph (1) of Clause 19 1 (Legal effectiveness) and Clause 19 2 (Acceleration) of the Credit Agreement)

Finance Parties means the Arrangers, the Facility Agent, the Security Agent, the Lenders, each Ancillary Lender, each Issuing Bank and each Hedging Lender and **Finance Party** means any of them provided that where the term Finance Party is used in, and construed for the purposes of, the Credit Agreement or the Intercreditor Agreement, a Hedging Lender shall be a Finance Party only for the purposes of

- (a) paragraph (c) of the definition of Material Adverse Effect;
- (b) Clause 15 (Guarantee and indemnity) of the Credit Agreement; and
- (c) Clause 23 (Conduct of business by the Finance Parties) of the Credit Agreement

Financial Indebtedness means any indebtedness for or in respect of

- (a) moneys borrowed (including overdrafts),
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,

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(c) any amount raised pursuant to any note purchase facility or the issue of any debenture, bond, note or other similar instrument,

(d) receivables sold or discounted (otherwise than on a non-recourse basis),

(e) the acquisition cost of any asset to the extent payable after the time of acquisition where the deferred payment is arranged primarily as a method of raising finance or financing or refinancing the acquisition of the asset acquired,

(f) finance leases, credit sale or conditional sale agreements (whether in respect of land, buildings, plant, machinery, equipment or otherwise) which are treated as finance or capital leases in accordance with Applicable GAAP (but only to the extent of such treatment),

(g) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, standby or documentary credit or other instrument issued by a bank or financial institution,

(h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of that transaction, only the marked to market value (or, if any amount is due as a result of the termination or close-out of that transaction, that amount) shall be taken into account),

(i) any amount payable under any arrangement (including a put option) whereby a person is liable, at the request of a third party, to redeem or purchase share capital or other securities issued by it or any other person,

(j) any other transaction required to be accounted for as a borrowing in accordance with Applicable GAAP, or

(k) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any indebtedness falling within paragraphs (a) to (j) inclusive,

without taking any amount into account more than once in any calculation of Financial Indebtedness

Group means UKSV Holdings Company Ltd. and its Subsidiaries from time to time and **Group Member** means any of those persons

Group Shares means, in relation to the Company, the shares in any Group Member owned legally or beneficially by the Company or held by the Security Agent or any nominee on its behalf (including the shares, if any, identified in respect of the Company in Part B of Schedule 1 of the Security Agreement) and all Related Rights

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Guarantor means the Original Guarantors and any Additional Guarantor

Hedging Agreements means any master agreement, confirmation, schedule or other agreement entered or to be entered into between the Company and a Hedging Lender for the purpose of hedging interest rate risk in respect of the Facilities and any master agreement, confirmation, schedule or other agreement entered into by the Company and such Hedging Lender in replacement or renewal thereof

Hedging Lender means a provider of interest rate hedging to the Company under the Hedging Agreements (being a person that is a Lender at the time the relevant Hedging Agreement is entered into or an affiliate of such a person) which is or has become

(a) a party to the Credit Agreement as a Hedging Lender in accordance with Clause 21.9 (Accession of Hedging Lenders) of the Credit Agreement, and

(b) a party to the Intercreditor Agreement as a Hedging Lender in accordance with the provisions of clause 28.3 (Change of Creditor) or clause 28.5 (New Hedging Lenders) of the Intercreditor Agreement

Increase Confirmation means a confirmation substantially in the form set out in Schedule 11 (Form of Increase Confirmation) of the Credit Agreement

Increase Lender has the meaning given to that term in Clause 2.2 (Increase) of the Credit Agreement

Insurance Policy means, in relation to the Company, any contract or policy of insurance of any kind in which the Company has an interest from time to time and all Related Rights

Intellectual Property means (i) any patents, trade marks, service marks, designs, logos, trade names, domain names, copyrights (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in designs, rights in get up, rights in inventions, rights in know-how, moral rights and other intellectual property rights and interests (which may now or in the future subsist), in each case whether registered or unregistered, and (ii) the benefit of all applications and all rights to use such assets (which may now or in the future subsist) and **registered** includes registrations and applications for registration, including (without limitation) the Specified Intellectual Property

Intercreditor Agreement means the intercreditor agreement dated 30 September 2011 between, among others, the Facility Agent, the Security Agent, and the Company

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Intra-Group Documents means the documents, agreements and instruments evidencing any Intra-Group Liabilities

Intra-Group Liabilities has the meaning given to it in the Intercreditor Agreement

Investments means, in relation to the Company, any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including the Group Shares) and all Related Rights

Issuing Bank means each Lender that is party to a Letter of Credit Facility Agreement

Lenders means

(a) when designated **Facility A**, the Original Lenders specified in Part B of Schedule 1 (Original Lenders) of the Credit Agreement as participating in Facility A (each a **Facility A Lender**),

(b) when designated **Facility B**, the Original Lenders specified in Part B of Schedule 1 (Original Lenders) of the Credit Agreement as participating in Facility B (each a **Facility B Lender**),

and in each case any New Lender which has become a party as a Lender in accordance with Clause 2.2 (Increase), Clause 2.3 (Increase in Facility A Commitments), Clause 2.4 (Increase in Facility B Commitments) or Clause 2.1 (Changes to parties) of the Credit Agreement (in each case for so long as the relevant person's rights and obligations have not been fully assigned and transferred or repaid and cancelled)

Letter of Credit Facility means each bilateral letter of credit facility provided by a Facility B Lender as Issuing Bank pursuant to a Letter of Credit Facility Agreement by designating a portion of its Facility B Commitment in accordance with Clause 7.2 (Letter of Credit Facilities) of the Credit Agreement

Letter of Credit Facility Agreement means each letter of credit facility agreement entered into by an Original Lender (as Issuing Bank) on 30 September 2011 and each other letter of credit facility agreement entered into by a Facility B Lender on substantially the same terms (or such other terms as all the Lenders may approve)

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Short particulars	<p>Letter of Credit Facility Commitment means, from time to time, the amount of its Facility B Commitment which a Facility B Lender has agreed to make available by way of Letter of Credit Facility in accordance with Clause 7 2 (<i>Letter of Credit Facilities</i>) of the Credit Agreement as cancelled, reduced or terminated from time to time in accordance with the Credit Agreement and the relevant Letter of Credit Facility Agreement</p> <p>Majority Lenders means, at any time</p> <p>(a) Lenders whose aggregate Commitments and Letter of Credit Facility Commitments are more than 66 2/3 per cent of the total Commitments and Letter of Credit Facility Commitments, or</p> <p>(b) if the total Commitments and Letter of Credit Facility Commitments have been reduced to zero, Lenders whose aggregate Commitments and Letter of Credit Facility Commitments are more than 66 2/3 per cent of the total Commitments and Letter of Credit Facility Commitments immediately before the reduction,</p> <p>(and for this purpose the amount of an Ancillary Lender's Facility B Commitment shall not be reduced by the amount of its Ancillary Limit)</p> <p>Material Adverse Effect means any event or circumstance which has a material adverse effect on</p> <p>(a) the consolidated business, operations, assets or financial condition of the Group (taken as a whole),</p> <p>(b) the ability of the Group (taken as a whole) to perform its payment obligations under the Finance Documents or the ability of UKSV Holdings Company Ltd to comply with any obligation under Clause 18 3 (<i>Financial covenants</i>) of the Credit Agreement, or</p> <p>(c) the validity or enforceability of, or the effectiveness or ranking of any security granted or purported to be granted pursuant to any Finance Document or the rights or remedies of any Finance Party under any Finance Document</p> <p>Monetary Claims means, in relation to the Company, any book and other debts and monetary claims owing to the Company (other than in respect of any Account) and all Related Rights</p> <p>New Lender has the meaning given to that term in Clause 21.2 (<i>Assignments and transfers by Lenders</i>) of the Credit Agreement</p> <p>Obligors means the Company and each Guarantor</p> <p>(Please refer to continuation page 12)</p>

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Short particulars	<p>Operating Support Agreement means the agreement between the Sponsor, UKSV Holdings Company Ltd and the Security Agent dated 30 September 2011 setting out the details of certain equity support obligations of the Sponsor in relation to the Facilities</p> <p>Original Chargor means the Company, UKSV Holdings Company Ltd , Anfield Arena Limited and Liverpoolfc tv Limited (together the Original Chargors)</p> <p>Original Guarantor means the Company, UKSV Holdings Company Ltd , Anfield Arena Limited and Liverpoolfc tv Limited (each an Original Guarantor)</p> <p>Original Lenders means The Royal Bank of Scotland plc, Bank of America, N A and Barclays Bank PLC (each an Original Lender)</p> <p>Permitted Shareholder Debt means any</p> <p>(a) non-current pay loan, or</p> <p>(b) equity linked or preferred equity instrument in each case carrying creditor rights,</p> <p>made to UKSV Holdings Company Ltd which matures after the Repayment Date and either</p> <p>(i) the creditor of which has acceded to the Intercreditor Agreement as a Sponsor Creditor (as defined therein), or</p> <p>(ii) is subordinated to the Facilities on such other terms as the Majority Lenders approve (acting reasonably)</p> <p>Prepayment Holding Account means, in relation to the Company.</p> <p>(a) any of the Company's accounts specified as such in Part C of Schedule 2 of the Security Agreement and all Related Rights; and</p> <p>(b) any other account so designated by the Company and the Security Agent and all Related Rights</p> <p>Quasi-Security means an arrangement or transaction where a Group Member</p> <p>(a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or are intended to be leased to or re-acquired by a Group Member,</p> <p>(b) sells, transfers or otherwise disposes of any of its receivables on recourse terms,</p> <p>(Please refer to continuation page 13)</p>

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Short particulars	<p>(c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts, or</p> <p>(d) enters into any other preferential arrangement having a similar effect,</p> <p>in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset</p> <p>RBS Ancillary Facility Letter means the facility letter dated 30 September 2011 between the Company and The Royal Bank of Scotland plc in respect of certain overdraft facilities to be provided to the Company</p> <p>Real Property means, in relation to the Company.</p> <p>(a) any freehold, leasehold, licence or other interest in any immovable property (including the property if any identified in respect of the Company in Part A of Schedule 2 of the Security Agreement) and all Related Rights, and</p> <p>(b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights</p> <p>Receiver means a receiver and manager or other receiver appointed under the Security Agreement in respect of the Security Assets and shall, if allowed by law, include an administrative receiver</p> <p>Related Rights means, in relation to any asset</p> <p>(a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset;</p> <p>(b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset,</p> <p>(c) the proceeds of sale of all or any part of that asset, and</p> <p>(d) any other moneys paid or payable in respect of that asset</p> <p>Repayment Date means the date falling thirty six months after the date of the Credit Agreement</p> <p>(Please refer to continuation page 14)</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Retained Excess Cashflow Account means, in relation to the Company·</p> <p>(a) any of the Company's accounts specified as such in Part C of Schedule 2 of the Security Agreement and all Related Rights, and</p> <p>(b) any other account so designated by the Company and the Security Agent and all Related Rights</p> <p>Security means any Security Interest created under or pursuant to the Security Agreement</p> <p>Security Assets means all the assets and undertaking of the Company from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to the Security Agreement</p> <p>Security Documents means the Security Agreement and any other document providing for a guarantee or Security Interest in favour of the Finance Parties (or any of them) in respect of the obligations of one or more Obligors under the Finance Documents</p> <p>Security Interest means any mortgage, charge, pledge, lien, assignment or other security interest or any other agreement, trust or arrangement (including a right of set-off or combination) having a similar effect</p> <p>Senior Creditors means the Facility Agent, each Arranger, the Security Agent, each Hedging Lender, each Lender, each Ancillary Lender, each Issuing Bank and any other person who accedes to the Intercreditor Agreement in accordance with Clause 28 3 (Change of Creditor), Clause 28 5 (New Hedging Lenders), Clause 28 6 (New Lenders and Issuing Banks) or Clause 28 7 (New Ancillary Lenders) in the Intercreditor Agreement as a Senior Creditor, Hedging Lender, Lender, Ancillary Lender or Issuing Bank</p> <p>Senior Finance Documents means the Finance Documents and the Hedging Agreements</p> <p>Specified Intellectual Property means, in relation to the Company, the Intellectual Property identified in Part E of Schedule 2 in the Security Agreement and any other Intellectual Property notified to the Security Agent pursuant to paragraph (a) of Clause 12 2 (Other undertakings) of the Security Agreement and (in each case) all Related Rights</p> <p>Sponsor means N.E S V I, LLC, a Delaware limited liability company</p> <p>Sponsor Creditor has the meaning given to it in the Intercreditor Agreement</p> <p>(Please refer to continuation page 15)</p>

MG01 - continuation page
Particulars of a mortgage or charge



6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Sterling or **£** means the lawful currency for the time being of the United Kingdom

Subsidiary means, in relation to a person, an entity of which that person owns directly or indirectly more than 50 per cent of the share capital or whose management and policies that person directly or indirectly has the power to direct whether through the ownership of shares, contract or otherwise

Transaction Documents means the Finance Documents, the Equity Documents and the Intra-Group Documents

Transfer Certificate means a certificate substantially in the form set out in Part A of Schedule 5 of the Credit Agreement (or such other form as the Facility Agent (acting reasonably) approves)

Upfront Fee Letter means the letter from the Original Lenders to the Company dated 30 September 2011 setting out the details of certain fees payable to the Original Lenders in connection with the Facilities and referred to in Clause 11 (Fees) of the Credit Agreement

Utilisation Request means a notice requesting an Advance substantially in the form set out in Schedule 3 of the Credit Agreement (or such other form as the Facility Agent approves)

(End of continuation pages)

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Not applicable

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).


9

Signature

Please sign the form here

Signature




Signature




X  X


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

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Particulars of a mortgage or charge

 Presenter information	
You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.	
Contact name	\$Project5@freshfields.com
Company name	Freshfields Bruckhaus Deringer LLP
Address	
65 Fleet Street	
London	
England	
Post town	United Kingdom
Country/Region	
Postcode	E C 4 Y 1 H S
Country	
DX	DX 23 London/Chancery Lane
Telephone	020 7936 4000
 Certificate	
We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.	
 Checklist	
We may return forms completed incorrectly or with information missing	
Please make sure you have remembered the following:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	

 Important information	
Please note that all information on this form will appear on the public record.	
 How to pay	
A fee of £13 is payable to Companies House in respect of each mortgage or charge.	
Make cheques or postal orders payable to 'Companies House'.	
 Where to send	
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:	
For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
For companies registered in Scotland The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
For companies registered in Northern Ireland: The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	

 Further information	
For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk	
This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 35668
CHARGE NO. 19

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 30
SEPTEMBER 2011 AND CREATED BY THE LIVERPOOL
FOOTBALL CLUB AND ATHLETIC GROUNDS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
OBLIGOR TO ANY SENIOR CREDITOR ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 10 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 OCTOBER
2011

D2



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES