

MR01

Particulars of a charge

Oyez

✓ 079614 / 13

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

You can use the WebFiling
Please go to www.companieshouse.gov.uk

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

✗ **What this form is NOT for**
You may not use this form to
register a charge where the charge
instrument Use form MR01

FRIDAY



A35 04/04/2014 #226
COMPANIES HOUSE

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

✓ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 **Company details**

Company number 00035668

Company name in full The Liverpool Football Club and Athletic Grounds Limited (the **Company**)

20 For official use

► **Filing in this form**
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

2 **Charge creation date**

Charge creation date 28/03/2014

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

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

Name The Royal Bank of Scotland plc
(the **Security Agent**)

Name

Name

Name

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

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

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4	Description	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description	The supplemental security deed dated 28 March 2014 between, amongst others, the Company and the Security Agent (the Supplemental Security Deed) creates fixed security over present and future real property and intellectual property rights owned by the Company (Continued on Continuation page 1)		
5	Fixed charge or fixed security		
	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
6	Floating charge		
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes		
7	Negative Pledge		
	Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

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Trustee statement ¹

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

☐

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

9

Signature

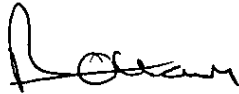
Please sign the form here

Signature

Syndicated Loans Agency
The Royal Bank of Scotland plc
2 1/2 Devonshire Square
London
EC2M 4BA

Signature

X










X

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

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 Presenter information	
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	Peter Mason
Company name	Freshfields Bruckhaus Deringer LLP
	[076105-0997]
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 a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> Please do not send the original instrument, it must be a certified copy	

 Important information	
Please note that all information on this form will appear on the public record.	
 How to pay	
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.	
Make cheques or postal orders payable to 'Companies House'	
 Where to send	
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:	
For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
For companies registered in Scotland. The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
For companies registered in Northern Ireland. The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	
 Further information	
For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk	
This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk	

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4	Description
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security
Description	<p>(Continuation page 1)</p> <p>The real property owned by the Company the subject of fixed security under the Supplemental Security Deed is as follows</p> <ol style="list-style-type: none"> 1 The freehold property at Anfield Stadium, Anfield Road, Liverpool L4 0TR registered at the Land Registry with title number MS483402, 2 The leasehold property at Anfield Stadium, Anfield Road, Liverpool L4 0TR registered at the Land Registry with title number MS483403, 3 The freehold property at Liverpool Football Club Youth Academy, The Liverpool Way, Kirkby registered at the Land Registry with title number MS387542, 4 The freehold property at 1 Lothair Road, Anfield, Liverpool L4 0RL registered at the Land Registry with title number MS314097, 5 The freehold property at 3 Lothair Road, Anfield, Liverpool L4 0RL registered at the Land Registry with title number MS371403, 6 The freehold property at 7 Lothair Road, Anfield, Liverpool L4 0RL registered at the Land Registry with title number MS131946, 7 The freehold property at 9 Lothair Road, Anfield, Liverpool L4 0RL registered at the Land Registry with title number MS254873, 8 The freehold property at 10 Lothair Road, Anfield, Liverpool L4 0RL registered at the Land Registry with title number MS191276, 9 The freehold property at 15 Lothair Road, Anfield, Liverpool L4 0RL registered at the Land Registry with title number LA359900, <p>(Continued on Continuation page 2)</p>

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4	Description
Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p> <p>(Continuation page 2)</p> <p>10 The freehold property at 16 Lothair Road, Anfield, Liverpool L4 0RL registered at the Land Registry with title number MS42637,</p> <p>11 The freehold property at 33 Lothair Road, Anfield, Liverpool L4 0RL registered at the Land Registry with title number MS133243,</p> <p>12 The freehold property at 35 Lothair Road, Anfield, Liverpool L4 0RL registered at the Land Registry with title number MS88292,</p> <p>13 The freehold property at 39 Lothair Road, Anfield, Liverpool L4 0RL registered at the Land Registry with title number MS59305,</p> <p>14 The leasehold property at 1B Anfield Court, Anfield Road, Liverpool L4 0TW registered at the Land Registry with title number MS428989,</p> <p>15 The leasehold property at 2A Anfield Court, Anfield Road, Liverpool L4 0TW registered at the Land Registry with title number MS359155,</p> <p>16 The leasehold property at 2B Anfield Court, Anfield Road, Liverpool L4 0TW registered at the Land Registry with title number MS186702,</p> <p>17 The leasehold property at 4A Anfield Court, Anfield Road, Liverpool L4 0TW registered at the Land Registry with title number MS311743,</p> <p>18 The freehold property at 47 Anfield Road, Liverpool L4 0TG registered at the Land Registry with title number MS487750,</p> <p>19 The freehold property at 49 Anfield Road, Liverpool L4 0TG registered at the Land Registry with title number MS114754,</p> <p>(Continued on Continuation page 3)</p>

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4	Description
Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p> <p>(Continuation page 3)</p> <p>20 The freehold property at 51 Anfield Road, Liverpool L4 0TG registered at the Land Registry with title number MS210720,</p> <p>21 The freehold property at 53 Anfield Road, Liverpool L4 0TG registered at the Land Registry with title number LA298460,</p> <p>22 The leasehold property at 55 Anfield Road, Liverpool L4 0TG registered at the Land Registry with title number MS403603,</p> <p>23 The freehold property at 61 Anfield Road, Liverpool L4 0TG registered at the Land Registry with title number MS13773,</p> <p>24 The freehold property at 63 Anfield Road, Liverpool L4 0TG registered at the Land Registry with title number MS16229,</p> <p>25 The freehold property at 65 Anfield Road, Liverpool L4 0TG registered at the Land Registry with title number MS369205,</p> <p>26 The freehold property at 67 Anfield Road, Liverpool L4 0TG registered at the Land Registry with title number MS404746,</p> <p>27 The freehold property at 69 Anfield Road, Liverpool L4 0TG registered at the Land Registry with title number MS252252,</p> <p>28 The freehold property at 71 Anfield Road, Liverpool L4 0TG registered at the Land Registry with title number MS3031,</p> <p>29 The freehold property at 190 Walton Breck Road, Liverpool L4 0RQ registered at the Land Registry with title number MS2895,</p> <p>(Continued on Continuation page 4)</p>

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4	Description
Description	<p data-bbox="352 394 1077 479">Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p> <p data-bbox="352 506 663 533">(Continuation page 4)</p> <p data-bbox="352 562 1112 674">30 The leasehold property comprising the land and buildings lying to the southwest of Priory Road Limited, registered at the Land Registry with title number MS486745,</p> <p data-bbox="352 705 1082 817">31 The freehold property comprising the land on the north-westerly side of Deysbrook Lane, Liverpool and known as Melwood, registered at the Land Registry with title number MS544580,</p> <p data-bbox="352 848 1107 934">32 The leasehold property at 11 Williamson Square, Liverpool registered at the Land Registry with title number MS421882,</p> <p data-bbox="352 965 1082 1077">33 The leasehold property comprising 48 Eastgate Street and the under-stair store room, Chester registered at the Land Registry with title number CH552974,</p> <p data-bbox="352 1108 1082 1193">34 The leasehold property at Tarbock Interchange Fallows Way, Whiston, Prescot registered at the Land Registry with title number MS568457,</p> <p data-bbox="352 1225 1112 1310">35 The leasehold property comprising 8th Floor, 20 Chapel Street, Liverpool L3 9AG registered at the Land Registry with title number MS574199,</p> <p data-bbox="352 1341 1112 1426">36 The leasehold property comprising 9th Floor, 20 Chapel Street, Liverpool L3 9AG registered at the Land Registry with title number MS571339,</p> <p data-bbox="352 1458 1077 1543">37 The leasehold property comprising 10th Floor, 20 Chapel Street, Liverpool L3 9AG registered at the Land Registry with title number MS573820,</p> <p data-bbox="352 1574 1091 1659">38 The leasehold property at 7 South John Street, Liverpool L1 8BU registered at the Land Registry with title number MS583825,</p> <p data-bbox="352 1691 1107 1776">39 The unregistered leasehold interest in the property comprising Flat 139 Unity 3 Rumford Place, Liverpool, and</p> <p data-bbox="352 1807 1096 1892">40 The unregistered leasehold interest in the property comprising Unit SU3 The Pyramids Shopping Centre, Birkenhead</p> <p data-bbox="352 1924 855 1951">(Continued on Continuation page 5)</p>

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4	Description
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security
Description	<p>(Continuation page 5)</p> <p>The intellectual property rights owned by the Company the subject of fixed security under the Supplemental Security Deed are as follows</p> <ol style="list-style-type: none"> 1 Trade Mark Number 2027752 registered in the United Kingdom on 26 July 1996 and to be renewed on 20 July 2015, 2 Trade Mark Number 2251416 registered in the United Kingdom on 20 April 2001 and to be renewed on 04 November 2020, 3 Trade Mark Number 1252096 registered in the United Kingdom on 12 October 1985 and to be renewed on 12 October 2016, 4 Trade Mark Number 2251417 registered in the United Kingdom by way of an application dated 4 November 2000 and to be renewed on 4 November 2020, 5 Trade Mark Number 2253932 registered in the United Kingdom on 05 July 2002 and renewed on 24 November 2020, 6 Trade Mark Number 2027743 registered in the United Kingdom on 19 July 1996 and to be renewed on 20 July 2015, 7 Trade Mark Number 2251377 registered in the United Kingdom on 24 August 2001 and to be renewed on 4 November 2020, 8 Trade Mark Number 2253936 registered in the United Kingdom on 05 October 2001 and to be renewed on 24 November 2020, 9 Trade Mark Number 2358371 registered in the United Kingdom on 21 January 2005 and to be renewed on 15 March 2024, 10 Trade Mark Number 2358372 registered in the United Kingdom on 21 January 2005 and to be renewed on 15 March 2024 11. Trade Mark Number 1099121 registered in the United Kingdom by way of an application dated 22 July 1978 and to be renewed on 22 July 2019, <p>(Continued on Continuation page 6)</p>

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4	Description	
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	
Description	<p>(Continuation page 6)</p> <p>12 Trade Mark Number 2502015 registered in the United Kingdom on 27 February 2009 and to be renewed on 10 November 2018,</p> <p>13 Trade Mark Number 2509683 registered in the United Kingdom on 26 June 2009 and to be renewed on 26 February 2019,</p> <p>14 Trade Mark Number 2030287 registered in the United Kingdom on 18 October 1996 and renewed on 12 August 2015,</p> <p>15 Trade Mark Number 2251376 registered in the United Kingdom on 24 August 2001 and renewed on 04 November 2020,</p> <p>16 Trade Mark Number 2251414 registered in the United Kingdom by way of an application dated 04 November 2000 and renewed on 04 November 2020,</p> <p>17 Trade Mark Number 2253931 registered in the United Kingdom on 5 July 2002 and to be renewed on 24 November 2020,</p> <p>18 Trade Mark Number 2048003 registered in the United Kingdom on 18 October 1996 and to be renewed on 08 December 2015, and</p> <p>19 Trade Mark Number 2270283 registered in the United Kingdom on 01 February 2002 and to be renewed on 17 May 2021</p>	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 35668

Charge code: 0003 5668 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th March 2014 and created by THE LIVERPOOL FOOTBALL CLUB AND ATHLETIC GROUNDS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2014

post

Given at Companies House, Cardiff on 9th April 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**


Dated 28 March 2014

**UKSV HOLDINGS COMPANY LTD., THE LIVERPOOL FOOTBALL CLUB AND ATHLETIC
GROUNDS LIMITED, ANFIELD ARENA LIMITED and LIVERPOOLFC.TV LIMITED**
as Original Chargors

THE ROYAL BANK OF SCOTLAND
as Security Agent

SUPPLEMENTAL SECURITY DEED
relating to the security document dated 30 September 2011
made between the Original Chargors and the Security Agent

CERTIFIED A TRUE AND COMPLETE COPY
OF THE ORIGINAL


FRESHFIELDS BRUCKHAUS DERINGER LLP
65 FLEET STREET
LONDON
EC4Y 1HS

Save for material
redacted pursuant to
s8596 of the Companies
Act 2006

This Deed is entered into subject to the terms of the
Amended Intercreditor Agreement



Freshfields Bruckhaus Deringer

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London EC4Y 1HS

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THIS DEED is made on 28 March 2014

BETWEEN

- (1) **THE COMPANIES** listed in Schedule 1 as chargors (each a *Chargor*); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** for itself and as agent and trustee for each of the Senior Creditors, as defined in the Restated Credit Agreement (as defined below) (the *Security Agent*).

WHEREAS.

- (A) The Chargors entered into the Original Debenture in connection with the Credit Agreement
- (B) Pursuant to the Original Debenture, each Chargor created Security over certain of its assets as security for the payment and discharge of the Secured Liabilities.
- (C) The Credit Agreement and the Intercreditor Agreement are to be amended on the terms of the 2014 Amendment and Restatement Agreement
- (D) The Chargors and the Security Agent consider that the Security created under the Original Debenture secures the payment of the Secured Liabilities but enter into this Deed in case it does not.
- (E) This Deed is confirmatory and supplemental to the Original Debenture and, to the extent that there is any doubt as to whether the Security created by the Original Debenture secures all of the Secured Liabilities, the Chargor agrees to create new Security as set out in Clause 3 (*Creation of Security*) below
- (F) The Board of Directors of each Chargor is satisfied that it is in the best interests, and for the benefit, of each Chargor to enter into this Deed
- (G) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed, including the recitals, unless the context otherwise requires, words and expressions defined in the Original Debenture (whether expressly or by reference to another document and as such document is amended from time to time) shall have the same meaning when used in this Deed with references to "this Security Agreement" being treated as references to this Deed and references to the "Senior Finance Documents" being construed to include a reference to this Deed. In addition, the following words and expressions shall have the following meanings:

2014 Amendment and Restatement Agreement means the agreement dated on or around the date of this Deed amending and restating the Credit Agreement and amending the Intercreditor 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 by which a Group Member becomes a Chargor

Account means the Control Accounts and the Collection Account

Account Bank means any bank, building society, financial institution or other person with whom an Account is maintained by a Chargor

Amended Intercreditor Agreement means the Intercreditor Agreement as amended by the 2014 Amendment and Restatement 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*) and any other agreement designated as an Assigned Agreement by a Chargor and the Security Agent and (in each case) all Related Rights

Cash Collateral Account means in relation to a Chargor

- (a) any of its accounts specified as such in Part C of Schedule 2 (*Security Assets*) or in Part C of the schedule to any Accession Document and all Related Rights, and
- (b) any other account so designated by a Chargor and the Security Agent and all Related Rights

Collection Account means, in relation to a Chargor

- (a) any of its accounts specified as such in Part C of Schedule 2 (*Security Assets*) or in Part C of the schedule to any Accession Document and all Related Rights, and
- (b) any other account opened or maintained by it (other than a Control Account and including any replacement account or sub-account of such account) and all Related Rights

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, as amended on 8 August 2012, between, among others, UKSV Holdings Company Ltd as the Company, The Liverpool Football Club and Athletic Grounds Limited as the Borrower, the Original Chargors as Original Guarantors, The Royal Bank of Scotland plc, Bank of America, N A and Barclays Bank PLC as Original Lenders and Issuing Banks and The Royal Bank of Scotland plc as Facility Agent and Security Agent

Deferred Player Payment Collateral Account means in relation to a Chargor

- (a) any of its accounts specified as such in Part C of Schedule 2 (*Security Assets*) or in Part C of the schedule to any Accession Document and all Related Rights, and
- (b) any other account so designated by a Chargor and the Security Agent and all Related Rights

Group Shares means, in relation to a Chargor, the shares in any Group Member owned legally or beneficially by it or held by the Security Agent or any nominee on its behalf (including the shares, if any, identified in respect of that Chargor in Part B of Schedule 2 (*Security Assets*) or in Part B of the schedule to any Accession Document) 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

Original Debenture means the security agreement between the Original Chargors and the Security Agent dated 30 September 2011

Prepayment Holding Account means, in relation to a Chargor

- (a) any of its accounts specified as such in Part C of Schedule 2 (*Security Assets*) or in Part C of the schedule to any Accession Document and all Related Rights, and
- (b) any other account so designated by it and the Security Agent and all Related Rights

Real Property means, in relation to a Chargor

- (a) any freehold, leasehold, licence or other interest in any immovable property (including the property if any identified in respect of that Chargor in Part A of Schedule 2 (*Security Assets*) or in Part A of the schedule to any Accession Document) and all Related Rights, and
- (b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights

Restated Credit Agreement means the Credit Agreement as amended and restated by the 2014 Amendment and Restatement Agreement

Retained Excess Cashflow Account means, in relation to a Chargor

- (a) any of its accounts specified as such in Part C of Schedule 2 (*Security Assets*) or in Part C of the schedule to any Accession Document and all Related Rights, and
- (b) any other account so designated by it and the Security Agent and all Related Rights

Specified Intellectual Property means, in relation to a Chargor, the Intellectual Property identified in Part E of Schedule 2 (*Security Assets*) or in Part E of the schedule to any Accession Document and any other Intellectual Property notified to the Security Agent pursuant to paragraph (a) of Clause 12.2 (*Other undertakings*) of the Original Debenture and (in each case) all Related Rights

1.2 Construction

- (a) The provisions of Clauses 1 2 (*Construction of specific terms*) and 1 3 (*General Construction*) of the Restated Credit Agreement shall apply to this Deed as if set out in full, with references to “this Agreement” being treated as references to this Deed and references to the “Finance Documents” and the “Transaction Documents” being construed to include a reference to this Deed
- (b) If the Security Agent considers that an amount paid to a Senior Creditor under a Senior Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise then the Security and the liability of the Chargor under this Deed shall continue and that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (c) Without prejudice to this Clause 1 2 or any other term of construction incorporated as a term of or otherwise set out in this Deed, the term Senior Finance Document includes all amendments and supplements (however fundamental) including any extension of Liabilities, any increase in the amount of the Loan, or the introduction of any additional Liabilities within any such document (including those contemplated by the 2014 Amendment and Restatement Agreement)
- (d) The Original Debenture shall continue in full force and effect
- (e) This Deed is a Security Document and a Finance Document for the purposes of the Credit Agreement and the Restated Credit Agreement
- (f) This Deed is entered into subject to the terms of the Amended Intercreditor Agreement

1.3 Third parties

The terms of this Deed may only be enforced by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded

1.4 Incorporation of terms of construction

- (a) Paragraphs (d) and (e) of Clause 1 2 (*Construction*) and Clauses 1 3 (*Trustee Act 1925 and Trustee Act 2000*) and 1 4 (*Provisions relating to Security*) of the Original Debenture shall apply to this Deed as if set out in full, with
 - (i) references to “this Security Agreement” being treated as references to this Deed and references to the “Senior Finance Documents” being construed to include a reference to this Deed, and
 - (ii) defined terms used in the those provisions which are otherwise defined in this Deed having the meaning given to them in this Deed

1.5 Additional provisions relating to Security

- (a) All the Security created under this Deed is created
 - (i) in case the Security created by the Original Debenture does not secure all of the Secured Liabilities,

- (ii) in addition to and does not affect the Security created by the Original Debenture, and
- (iii) by each Chargor as beneficial owner of its assets

2. COVENANT TO PAY AND CONFIRMATION OF SECURITY

2.1 Covenant to Pay

- (a) Each Chargor, as primary obligor and not merely as surety, covenants with the Security Agent that it will pay or discharge on demand the Secured Liabilities on the date(s) on which such Secured Liabilities are expressed to become due and in the manner provided for in the relevant Senior Finance Document
- (b) Each Chargor acknowledges to the Security Agent that the amount secured by this Deed and in respect of which this Deed and the security hereby created is enforceable is the full amount of the Secured Liabilities

2.2 Confirmation of Security

Notwithstanding any amendment made to the Senior Finance Documents and any new Security created pursuant to this Deed, each Chargor hereby expressly

- (a) acknowledges the terms of and confirms its acceptance of the amendments to the Senior Finance Documents effected pursuant to the terms of the 2014 Amendment and Restatement Agreement,
- (b) confirms and acknowledges that the obligations of the Obligors arising under or in connection with the Senior Finance Documents as amended by the 2014 Amendment and Restatement Agreement are included in the obligations and liabilities that are guaranteed or otherwise secured by each Chargor under the Original Debenture notwithstanding the imposition of any amended, new or more onerous obligations under the Senior Finance Documents as amended by the 2014 Amendment and Restatement Agreement,
- (c) confirms and acknowledges that the rights and powers of the Senior Creditors and the Security Agent under the Original Debenture continue in full force and effect notwithstanding the amendments to the Senior Finance Documents effected by the 2014 Amendment and Restatement Agreement, and
- (d) confirms and acknowledges that the guarantees, covenants, indemnities, undertakings and Security created by each Chargor, and the other obligations of each Chargor, under the Original Debenture
 - (i) extend and were always intended to extend to the future obligations of the Obligors including, without limitation, those obligations of the Obligors under the Senior Finance Documents (as amended by the 2014 Amendment and Restatement Agreement), and
 - (ii) continue and shall continue in full force and effect as a continuing security for the obligations of the Obligors under the Senior Finance Documents (as amended by the 2014 Amendment and Restatement Agreement) and the other Secured Liabilities

3. CREATION OF SECURITY

3.1 Legal Mortgage

Each Chargor charges and agrees 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 Deed (or in the case of an Additional Chargor, the date of the Accession Document by which it becomes an Additional Chargor), and
- (b) the Group Shares and any other shares forming part of the Investments belonging to it on the date of this Deed (or in the case of an Additional Chargor, the date of the Accession Document by which it becomes an Additional Chargor)

3.2 Fixed charge

Each Chargor charges and agrees 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 Mortgage*)),
- (b) the Investments (to the extent not the subject of a mortgage under Clause 3.1 (*Legal Mortgage*)),
- (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,
- (e) to the extent not effectively assigned under Clause 3.3 (*Assignments*), 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

3.3 Assignments

Subject to Clause 3.5(c) (*General provisions relating to Security*) below, each Chargor assigns and agrees 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

- (i) the Insurance Policies, and

- (ii) each Assigned Agreement to which it is a party (in relation to the Hedging Agreements, subject and without prejudice to (i) 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)

3.4 Floating charge

- (a) Each Chargor charges 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 (including any assets expressed to be charged pursuant to Clause 3 2 (*Fixed Charge*) or assigned by Clause 3 3 (*Assignment*))
- (b) The floating charge created by each Chargor pursuant to paragraph (a) of this Clause 3 4 shall be deferred in point of priority to all other Security
- (c) The floating charge created by each Chargor pursuant to paragraph (a) of this Clause 3 4 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 this Deed

3.5 General provisions relating to Security

- (a) This Clause 3 is without prejudice to Clause 2 (*Covenant to Pay and Confirmation of Security*)
- (b) Where this Deed purports to create first-ranking Security, that Security will be second ranking Security taking effect subject only to the equivalent Security created by the Original Debenture until such time as and to the extent that the relevant Security created by the Original Debenture ceases to have effect
- (c) Where a right or asset has been assigned (subject to a proviso for a re-assignment on redemption) under the Original Debenture and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security created by the Original Debenture ceases to have effect at a time when this Deed still has effect At such time as the Security created by the Original Debenture ceases to have effect, and immediately following a request from the Security Agent, each Chargor shall give notice of assignment to the relevant counterparty in substantially the form set out in Schedule 4 (*Notice for Insurance Policies*) or Schedule 5 (*Notice for Assigned Agreements*) in each case to the Original Debenture, as appropriate, *mutatis mutandis*

4. INCORPORATION OF THE ORIGINAL DEBENTURE

- (a) Subject to paragraph (b) below, Clauses 4 (*Conversion of Floating Charge*) to 24 (*Miscellaneous*) of the Original Debenture shall apply as between each Original Chargor and the Security Agent as if repeated and set out in full herein, *mutatis mutandis* and with
 - (i) references to “this Security Agreement” being treated as references to this Deed and references to the “Finance Documents” being construed to include a reference to this Deed,

- (ii) defined terms used in the those provisions which are otherwise defined in this Deed having the meaning given to them in this Deed, and
 - (iii) any reference to a notice in the form (or substantially in the form) set out in a schedule to the Original Debenture being construed as a reference to the form of notice set out in the relevant Schedule to this Deed
- (b) Without prejudice to paragraph (a) above, each Chargor makes the representations and warranties expressed to be made by it under clause 7 (*Representations and Warranties*) of the Original Debenture on the date of this Deed
- (c) Clause 8 2(a)(i) (*Land Registry*) of the Original Debenture, as repeated and set out in full in this Deed pursuant to paragraph (a) above, shall for the purposes of this Deed be amended to read as follows
- “(i) for registration of the Security Agent as proprietor of any legal mortgage of that Real Property conferred by, or entered into pursuant to, this Deed,”
- (d) Save as required under clauses 10 1, 12 1 and 13 1 of the Original Debenture, where a document has already been provided or an action has been taken under the Original Debenture in each case by a Chargor, it shall be treated as having also been delivered or completed under this Deed on the date of this Deed or on the date of which such document is provided or such action is taken under the Original Debenture (if such document is provided or action is taken after the date of this Deed) and shall not be required to be provided or done again under this Deed

5. PARTIAL INVALIDITY

If any provision of this Deed is or becomes invalid, illegal or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability of the remaining provisions in that jurisdiction or of that provision in any other jurisdiction

6. CHANGES TO PARTIES

6.1 Transfer by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Deed to any successor appointed in accordance with the Senior Finance Documents

6.2 Changes to parties

Each Chargor agrees to be bound by the terms of clause 21 (*Changes to Parties*) of the Restated Credit Agreement and clause 28 (*Changes to the Parties*) of the Amended Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document the Security Agent considers necessary or desirable in relation to the creation, perfection or maintenance of the Security and any transfer or assignment contemplated by such provisions

6.3 Consent of Chargors

Each Chargor consents to Group Members becoming Chargors as contemplated by the Restated Credit Agreement and irrevocably appoints the Company as its attorney, with full power of substitution, for the purposes of executing any Accession Document

6.4 Contemporaneous accession to Original Debenture

- (a) Any Group Member which becomes a Chargor under this Deed shall (unless otherwise directed in writing by the Security Agent) also become a Chargor under and as defined in the Original Debenture
- (b) The Company shall procure that any Group Member which becomes a Chargor under and as defined in the Original Debenture shall (unless otherwise directed in writing by the Security Agent) become a Chargor under this Deed

7. NOTICES

Any notice or other communication to be served under or in connection with this Deed shall be made in writing and, unless otherwise stated, served in person or by post, fax or any electronic method of communication approved by the Security Agent to the relevant party at its address or fax number shown immediately after its name on the signature page of the Restated Credit Agreement or set out in the Accession Document by which it became party hereto or such other address or number notified by it to the other parties to this Deed and, in the case of the Security Agent, marked for the attention of the department or officer where specified

8. GOVERNING LAW AND JURISDICTION

8.1 Governing law

This Deed and any non-contractual obligations arising out of or in relation to this Deed shall be governed by and construed in all respects in accordance with English law

8.2 Jurisdiction

- (a) All parties agree that the courts of England are (subject to paragraphs (b) and (c) below) to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) including, without limitation, disputes arising out of or in connection with (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Deed, and (ii) any non-contractual obligations arising out of or in connection with this Deed. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction
- (b) The agreement contained in paragraph (a) is included for the benefit of the Security Agent who shall retain the right to take proceedings in any other courts with jurisdiction and each Chargor irrevocably submits to the jurisdiction of any such court. To the extent permitted by law, the Security Agent may take concurrent proceedings in any number of jurisdictions
- (c) Each Chargor agrees that a judgment or order of any court referred to in this Clause 8.2 is conclusive and binding and may be enforced against it in the courts of any other jurisdiction

THIS DEED has been duly executed and delivered as a deed on the date stated at the beginning of this Deed

SCHEDULE 1

CHARGORS

Name of Original Guarantor	Jurisdiction of Incorporation	Registration number (or equivalent, if any)
UKSV Holdings Company Ltd	England and Wales	07393872
The Liverpool Football Club and Athletic Grounds Limited	England and Wales	00035668
Anfield Arena Limited	England and Wales	06343315
LiverpoolFC TV Limited	England and Wales	04029705

SCHEDULE 2
SECURITY ASSETS

Part A
Real Property

Chargor	Freehold/leasehold	Description	Title number
The Liverpool Football Club and Athletic Grounds Limited	Freehold	Anfield Stadium, Anfield Road, Liverpool L4 0TR	MS483402
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	Anfield Stadium, Anfield Road, Liverpool L4 0TR	MS483403
The Liverpool Football Club and Athletic Grounds Limited	Freehold	Liverpool Football Club Youth Academy, The Liverpool Way, Kirkby	MS387542
The Liverpool Football Club and Athletic Grounds Limited	Freehold	1 Lothair Road, Anfield, Liverpool L4 0RL	MS314097
The Liverpool Football Club and Athletic Grounds Limited	Freehold	3 Lothair Road, Anfield, Liverpool L4 0RL	MS371403
The Liverpool Football Club and Athletic Grounds Limited	Freehold	7 Lothair Road, Anfield, Liverpool L4 0RL	MS131946
The Liverpool Football Club and Athletic Grounds Limited	Freehold	9 Lothair Road, Anfield, Liverpool L4 0RL	MS254873
The Liverpool Football Club and Athletic Grounds Limited	Freehold	10 Lothair Road, Anfield, Liverpool L4 0RL	MS191276
The Liverpool Football Club and Athletic Grounds Limited	Freehold	15 Lothair Road, Anfield, Liverpool L4 0RL	LA359900
The Liverpool Football Club and Athletic Grounds Limited	Freehold	16 Lothair Road, Anfield, Liverpool L4 0RL	MS42637

Chargor	Freehold/leasehold	Description	Title number
The Liverpool Football Club and Athletic Grounds Limited	Freehold	33 Lothair Road, Anfield, Liverpool L4 0RL	MS133243
The Liverpool Football Club and Athletic Grounds Limited	Freehold	35 Lothair Road, Anfield, Liverpool L4 0RL	MS88292
The Liverpool Football Club and Athletic Grounds Limited	Freehold	39 Lothair Road, Anfield, Liverpool L4 0RL	MS59305
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	1B Anfield Court, Anfield Road, Liverpool L4 0TW	MS428989
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	2A Anfield Court, Anfield Road, Liverpool L4 0TW	MS359155
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	2B Anfield Court, Anfield Road, Liverpool L4 0TW	MS186702
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	4A Anfield Court, Anfield Road, Liverpool L4 0TW	MS311743
The Liverpool Football Club and Athletic Grounds Limited	Freehold	47 Anfield Road, Liverpool L4 0TG	MS487750
The Liverpool Football Club and Athletic Grounds Limited	Freehold	49 Anfield Road, Liverpool L4 0TG	MS114754
The Liverpool Football Club and Athletic Grounds Limited	Freehold	51 Anfield Road, Liverpool L4 0TG	MS210720
The Liverpool Football Club and Athletic Grounds Limited	Freehold	53 Anfield Road, Liverpool L4 0TG	LA298460
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	55 Anfield Road, Liverpool L4 0TG	MS403603

Chargor	Freehold/leasehold	Description	Title number
The Liverpool Football Club and Athletic Grounds Limited	Freehold	61 Anfield Road, Liverpool L4 0TG	MS13773
The Liverpool Football Club and Athletic Grounds Limited	Freehold	63 Anfield Road, Liverpool L4 0TG	MS16229
The Liverpool Football Club and Athletic Grounds Limited	Freehold	65 Anfield Road, Liverpool L4 0TG	MS369205
The Liverpool Football Club and Athletic Grounds Limited	Freehold	67 Anfield Road, Liverpool L4 0TG	MS404746
The Liverpool Football Club and Athletic Grounds Limited	Freehold	69 Anfield Road, Liverpool L4 0TG	MS252252
The Liverpool Football Club and Athletic Grounds Limited	Freehold	71 Anfield Road, Liverpool L4 0TG	MS3031
The Liverpool Football Club and Athletic Grounds Limited	Freehold	190 Walton Breck Road Liverpool L4 0RQ	MS2895
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	Land and buildings lying to the southwest of Priory Road Limited	MS486745
The Liverpool Football Club and Athletic Grounds Limited	Freehold	land on the north westerly side of Deysbrook Lane, Liverpool known as Melwood	MS544580
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	11 Williamson Square, Liverpool	MS421882
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	48 Eastgate Street and under-stair store room Chester	CH552974
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	Tarbock Interchange Fallows Way, Whiston, Prescot	MS568457

Chargor	Freehold/leasehold	Description	Title number
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	8th Floor, 20 Chapel Street, Liverpool L3 9AG	MS574199
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	9th Floor, 20 Chapel Street, Liverpool L3 9AG	MS571339
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	10th Floor, 20 Chapel Street, Liverpool L3 9AG	MS573820
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	7 South John Street, Liverpool L1 8BU	MS583825
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	Flat 139 Unity 3 Rumford Place Liverpool	n/a
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	Unit SU3 The Pyramids Shopping Centre, Birkenhead	n/a
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	Shop unit at 9 Castle Lane, Belfast	unknown

Part B
Group Shares

Chargor	Group Member	Number and class of shares	Details of nominees holding legal title
UKSV Holdings Company Ltd	The Liverpool Football Club and Athletic Grounds Limited (Company number 06343315)	34,823 ordinary shares	n/a
The Liverpool Football Club and Athletic Grounds Limited	Anfield Arena Limited (Company number 06343315)	1 ordinary share	n/a
The Liverpool Football Club and Athletic Grounds Limited	L F C Properties Limited (Company number 01518295)	100 ordinary shares	n/a
The Liverpool Football Club and Athletic Grounds Limited	LFC Financial Services Limited (Company number 03410456)	100 ordinary shares	n/a
The Liverpool Football Club and Athletic Grounds Limited	LFC Travel Limited (Company number 03410459)	100 ordinary shares	n/a
The Liverpool Football Club and Athletic Grounds Limited	Liverpool Limited (Company number 03457337)	1000 ordinary shares	n/a
The Liverpool Football Club and Athletic Grounds Limited	L F C Television Limited (Company number 03219554)	100 ordinary shares	n/a
The Liverpool Football Club and Athletic Grounds Limited	L F C Limited (Company number 03250077)	100 ordinary shares	n/a
The Liverpool Football Club and Athletic Grounds Limited	L F C Leisure Limited (Company number 01509922)	100 ordinary shares	n/a

Chargor	Group Member	Number and class of shares	Details of nominees holding legal title
The Liverpool Football Club and Athletic Grounds Limited	L F C Services Limited (Company number 03215507)	1000 ordinary shares	n/a
The Liverpool Football Club and Athletic Grounds Limited	Liverpool Football Club Limited (Company number 03442228)	100 ordinary shares	n/a
The Liverpool Football Club and Athletic Grounds Limited	L F C TV Limited (Company number 03219692)	100 ordinary shares	n/a
The Liverpool Football Club and Athletic Grounds Limited	Liverpool F C Limited (Company number 05948800)	1,000 ordinary shares	n/a
The Liverpool Football Club and Athletic Grounds Limited	Liverpoolfc tv Limited (Company number 04029705)	500 ordinary A shares	n/a
The Liverpool Football Club and Athletic Grounds Limited	Liverpoolfc tv Limited (Company number 04029705)	500 ordinary B shares	n/a
UKSV Holdings Company Ltd	Lake Properties Limited (Company number 00633572)	75,523 ordinary shares	n/a

Part C
Accounts

Chargor	Account Bank	Account Number/Account Reference	Sort Code	Description
The Liverpool Football Club and Athletic Grounds Limited	Barclays Bank PLC	██████████	20-10-84	Collection Account - Liverpool Football Club Main Account
The Liverpool Football Club and Athletic Grounds Limited	Barclays Bank PLC	██████████	20-10-84	Collection Account - Main Business Premium Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████████	15-10-00	Collection Account - Liverpool Football Club Main Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████████	15-10-00	Collection Account - RMO
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████████	15-10-00	Collection Account - Ticket Receipts
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████████	15-10-00	Collection Account - Liverpool Football Club Supplier A/C
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████████	15-10-00	Collection Account - Official Supporters Club
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████████	15-10-00	Collection Account - Visitors Centre Receipts
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████████	15-10-00	Collection Account - Test Transaction
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████████	15-10-00	Collection Account - Corporate Hospitality
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████████	15-10-00	Collection Account - Catering Hospitality
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████████	15-10-00	Collection Account - Digital Media Bank (TV)
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████████	15-10-00	Collection Account - Control Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████████	15-10-00	Collection Account - Player Liquidity
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████████	15-10-00	Collection Account - Player Sterling

Supplemental Security Deed
EXECUTION VERSION

Charger	Account Bank	Account Number/Account Reference	Sort Code	Description
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection Account – Liquidity
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-11-22 16-16-22	Collection Account – Player Purchase Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection Account – Currency 1
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	16-16-22	Collection Account – Currency 2
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Blocked Account – Deferred Player Payment Collateral Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Blocked Account – Prepayment Holding Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Blocked Account – Retained Excess Cashflow Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Blocked Account – Cash Collateral Account
UKSV Holdings Company Ltd.	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection Account – UKSV Holdings Company Ltd. Business Account

Chargor	Account Bank	Account Number/Account Reference	Sort Code	Description
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection Account - Liquidity
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	16-17-22	Collection Account - Player Purchase Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection Account - Currency 1
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	16-16-22	Collection Account - Currency 2
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Blocked Account - Deferred Player Payment Collateral Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Blocked Account - Prepayment Holding Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Blocked Account - Retained Excess Cashflow Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Blocked Account - Cash Collateral Account
UKSV Holdings Company Ltd.	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection Account - UKSV Holdings Company Ltd. Business Account

Part E
Specified Intellectual Property
The Liverpool Football Club and Athletic Grounds Limited - Trade Mark Portfolio

Country	Trade Mark	App. No.	App Date	Reg No.	Reg Date	Status	Renewal	Classes
Argentina	L F C & LIVER BIRD Device (2)	2975124	28-Jan-2010	2407216	12-Nov-2010	Registered	12-Nov-2020	09
Argentina	L F C & LIVER BIRD Device (2)	2975125	28-Jan-2010	2407217	12-Nov-2010	Registered	12-Nov-2020	18
Argentina	L F C & LIVER BIRD Device (2)	2975126	28-Jan-2010	2407218	12-Nov-2010	Registered	12-Nov-2020	25
Argentina	L F C & LIVER BIRD Device (2)	2975127	28-Jan-2010	2407219	21-Nov-2010	Registered	21-Nov-2020	28
Argentina	LIVERPOOL FOOTBALL CLUB CREST	2873817	07-Nov-2008	2324638	29-Oct-2009	Registered	29-Oct-2019	25
Argentina	LIVERPOOL FOOTBALL CLUB CREST	2903715	26-Mar-2009	2345237	09-Feb-2010	Registered	09-Feb-2020	06
Argentina	LIVERPOOL FOOTBALL CLUB CREST	2903716	26-Mar-2009	2345238	09-Feb-2010	Registered	09-Feb-2020	09
Argentina	LIVERPOOL FOOTBALL CLUB CREST	2903717	26-Mar-2009	2363427	30-Apr-2010	Registered	30-Apr-2020	18
Argentina	LIVERPOOL FOOTBALL CLUB CREST	2903718	26-Mar-2009	2360093	16-Apr-2010	Registered	16-Apr-2020	28

Country	Trade Mark	App. No.	App Date	Reg No.	Reg Date	Status	Renewal	Classes
Australia	L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	04-Jul-2011	Registered		06, 09, 16, 18, 21, 25, 28
Australia	LIVERPOOL FOOTBALL CLUB CREST	842098	10-Jul-2008	842098	10-Jul-2008	Registered		25
Australia	LIVERPOOL FOOTBALL CLUB CREST	1008762	12-Mar-2009	1008762	12-Mar-2009	Registered		06, 09, 16, 18, 28
Brazil	CENTENARY Logo			819700274	19-Jun-2001	Registered	19-Jun-2021	25
Brazil	L F C & LIVER BIRD Device (2)	830499776	25-Jan-2010	830499776	15-Jan-2013	Registered	15-Jan-2023	28
Brazil	L F C & LIVER BIRD Device (2)	830499792	25-Jan-2010	830499792	15-Jan-2013	Registered	15-Jan-2023	18
Brazil	L F C & LIVER BIRD Device (2)	830499784	25-Jan-2010			Published		25
Brazil	L F C & LIVER BIRD Device (2)	830499806	25-Jan-2010	830499806	04-Dec-2012	Registered	04-Dec-2022	09
Brazil	LIVERPOOL FOOTBALL CLUB CREST	829942416	21-Aug-2008	829942416	03-Nov-2010	Registered	03-Nov-2020	25
Brazil	LIVERPOOL FOOTBALL CLUB CREST	830216383	25-Mar-2009	830216383	06-Sept-2011	Registered	06-Sept-2021	06
Brazil	LIVERPOOL FOOTBALL CLUB CREST	830216367	25-Mar-2009	830216367	06-Sept-2011	Registered	06-Sept-2021	18

Country	Trade Mark	App. No.	App Date	Reg No.	Reg Date	Status	Renewal	Classes
Brazil	LIVERPOOL FOOTBALL CLUB CREST	830216359	25-Mar-2009	830216359	06-Sept-2011	Registered	06-Sept-2021	28
Canada	CENTENARY Logo	0820640	14-Aug-1996	TMA553876	15-Nov-2001	Registered	15-Nov-2016	18, 25, 28
Canada	L F C & LIVER BIRD Device (2)	1488977	16-Jul-2010	TMA841796	30-Jan-2013	Registered	30-Jan-2028	06, 09, 14, 16, 18, 21, 24, 25, 28
Canada	LIVERPOOL FOOTBALL CLUB CREST	1430981	13-Mar-2009	TMA785288	17-Dec-2010	Registered	17-Dec-2025	06, 09, 14, 16, 18, 21, 24, 25, 28, 36
China	CENTENARY Logo	1452903		1452903	07-Oct-2000	Registered	06-Oct-2020	18
China	CENTENARY Logo	1461185		1461185	21-Oct-2000	Registered	20-Oct-2020	28
China	L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	19-July-2010	Registered	19-Jul-2020	06, 09, 18, 21, 25, 28, 36
China	LIVERPOOL FOOTBALL CLUB CREST	842098	16-Dec-2008	842098	16-Dec-2008	Registered		36
China	LIVERPOOL FOOTBALL CLUB CREST	6349660	30-Oct-2007	6349660	21-Aug-2010	Registered	20-Aug-2020	25
China	LIVERPOOL FOOTBALL CLUB CREST	860802	14-Apr-2005	860802	14-Apr-2005	Registered		18, 25
China	LIVERPOOL FOOTBALL CLUB CREST	1008762	12-Mar-2009	1008762	12-Mar-2009	Registered		06, 09, 16, 21, 28

Country	Trade Mark	App. No.	App Date	Reg No.	Reg Date	Status	Renewal	Classes
China	LIVERPOOL FOOTBALL CLUB CREST					Unfiled		03
Croatia	LIVERPOOL FOOTBALL CLUB CREST	1008762	11-May-2010	1008762		Registered		24, 25, 28
European Union	96 & FLAME Device	010507879	19-Dec-2011	010507879	02-May-2012	Registered	19-Dec-2021	25
European Union	L F C & LIVER BIRD Device	00243048	26-Apr-1996	00243048	01-Mar-1999	Registered	26-Apr-2016	09, 16, 18, 25, 28
European Union	L F C & LIVER BIRD Device (2)	008816969	18-Jan-2010	008816969	05-Jul-2010	Registered	18-Jan-2020	03, 06, 09, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 32, 33, 34, 35, 36, 38, 39, 41, 42, 43
European Union	LIVER BIRD Device	008820292	19-Jan-2010	008820292	05-Jul-2010	Registered	19-Jan-2020	06, 14, 16, 18, 21, 25, 28, 36
European Union	LIVERPOOL FC	007024565	30-Jun-2008	007024565	22-May-2009	Registered	30-Jun-2018	06, 18, 21, 24, 25
European Union	LIVERPOOL FOOTBALL CLUB	005232053	31-Jul-2006	005232053	28-Aug-2008	Registered	31-Jul-2016	06, 09, 14, 16, 18, 24, 25, 28, 32, 36, 41
European Union	LIVERPOOL FOOTBALL CLUB CREST	002695146	03-May-2002	002695146	26-Feb-2004	Registered	03-May-2022	06, 09, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 32, 33, 34, 35, 38, 39, 41, 42, 43
European Union	LIVERPOOL FOOTBALL CLUB CREST	003524279	31-Oct-2003	003524279	15-Mar-2005	Registered	31-Oct-2023	03, 30, 36
Hong Kong	L F C & LIVER BIRD Device (2)	301528317	22-Jan-2010	301528317	30-Jun-2010	Registered	21-Jan-2020	06, 09, 16, 18, 21, 25, 28, 36

Country	Trade Mark	App. No.	App Date	Reg No.	Reg Date	Status	Renewal	Classes
Hong Kong	LIVERPOOL FOOTBALL CLUB CREST	301300472	10-Mar-2009	301300472	29-Sep-2009	Registered	09-Mar-2019	06, 09, 16, 18, 21, 28
Hong Kong	LIVERPOOL FOOTBALL CLUB CREST (Series of Two)	300403073	14-Apr-2005	300403073	29-Aug-2005	Registered	13-Apr-2015	25
India	L F C & LIVER BIRD Device (2)	1914983	29-Jan-2010			Pending		06, 09, 16, 18, 25, 28, 36
India	LIVERPOOL FOOTBALL CLUB CREST	1706954	04-Jul-2008			Published		25
India	LIVERPOOL FOOTBALL CLUB CREST	1801469	30-Mar-2009			Pending		06, 09, 16, 18, 28
Indonesia	L F C & LIVER BIRD Device (2)	D00201000 5020	09-Feb-2010	IDM0000312854	12-Jul-2011	Registered	09-Feb-2020	09, 18
Indonesia	L F C & LIVER BIRD Device (2)	D00201000 5022	09-Feb-2010	IDM0000313738	22-Jul-2011	Registered	09-Feb-2020	25, 28
Indonesia	L F C & LIVER BIRD Device (2)	D00201000 5024	09-Feb-2010	IDM0000317465	19-Aug-2011	Registered	09-Feb-2020	36
Indonesia	LIVERPOOL FOOTBALL CLUB CREST	D00200301 910	27-Jan-2003	IDM0000391217	12-Jan-2004	Registered	27-Jan-2023	25
Indonesia	LIVERPOOL FOOTBALL CLUB CREST	D002009 011236	03-Apr-2009	IDM0000276703	21-Oct-2010	Registered	03-Apr-2019	09

Country	Trade Mark	App. No.	App Date	Reg No.	Reg Date	Status	Renewal	Classes
Indonesia	LIVERPOOL FOOTBALL CLUB CREST	D00200901 1239	03-Apr-2009	IDM000281077	23-Nov-2010	Registered	03-Apr-2019	18
Indonesia	LIVERPOOL FOOTBALL CLUB CREST	D002009 011240	03-Apr-2009	IDM000274030	04-Oct-2010	Registered	03-Apr-2019	28
International Bureau (WIPO)	L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	19-Jul-2010	Registered	19-Jul-2020	03, 06, 09, 11, 14, 16, 18, 20, 21 24, 25, 26, 27, 28, 30, 32, 33, 34, 35, 36, 38, 39, 41, 42, 43
International Bureau (WIPO)	LIVERPOOL FOOTBALL CLUB CREST	842098	15-May-2004	842098	15-May-2004	Registered	15-May-2014	18, 25, 36
International Bureau (WIPO)	LIVERPOOL FOOTBALL CLUB CREST	1008762	12-Mar-2009	1008762	12-Mar-2009	Registered	12-Mar-2019	06, 09, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 32, 33, 34, 35, 38, 39, 40, 41, 42, 43, 45
International Bureau (WIPO)	LIVERPOOL FOOTBALL CLUB CREST	860802	14-Apr-2005	860802	14-Apr-2005	Registered	15-Apr-2015	18, 25
Ireland	LFC	208881	23-Aug-1996	208881	23-Aug-1996	Registered	22-Aug-2016	06, 14, 16, 18, 21, 24, 25, 28
Ireland	THIS IS ANFIELD	203579	23-Aug-1996	203579	23-Aug-1996	Registered	22-Aug-2016	24, 25, 38, 41
Ireland	THIS IS ANFIELD Logo (series of 2)	205540	23-Aug-1996	205540	23-Aug-1996	Registered	22-Aug-2016	14, 16, 18, 24, 25, 26, 28
Israel	L F C & LIVER BIRD Device (2)	226603	21-Jan-2010	226603	06-Mar-2011	Registered	21-Jan-2020	09
Israel	L F C & LIVER BIRD Device (2)	226601	21-Jan-2010	226601	06-Mar-2011	Registered	21-Jan-2020	18

Country	Trade Mark	App. No.	App Date	Reg.No.	Reg Date	Status	Renewal	Classes
Israel	L F C & LIVER BIRD Device (2)	226605	21-Jan-2010	226605	06-Mar-2011	Registered	21-Jan-2020	25
Israel	LIVERPOOL FOOTBALL CLUB CREST	219521	17-Mar-2009	219521	05-Dec-2010	Registered	17-Mar-2019	09
Israel	LIVERPOOL FOOTBALL CLUB CREST	219525	17-Mar-2009	219525	05-Dec-2010	Registered	17-Mar-2019	18
Israel	LIVERPOOL FOOTBALL CLUB CREST	219523	17-Mar-2009	219523	05-Dec-2010	Registered	17-Mar-2019	25
Japan	L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	13-Jan-2012	Registered		06, 18, 21, 25, 28, 36
Japan	LIVERPOOL FOOTBALL CLUB CREST	860802	14-Apr-2005	860802	14-Apr-2005	Registered		25
Japan	LIVERPOOL FOOTBALL CLUB CREST	1008762	12-Mar-2009	1008762	12-Mar-2009	Registered		06, 09, 18, 21, 28
Malaysia	L F C & LIVER BIRD Device (2)	201001567	27-Jan-2010	201001567	29-Jul-2011	Registered	27-Jan-2020	06
Malaysia	L F C & LIVER BIRD Device (2)	201001568	27-Jan-2010			Pending	27-Jan-2020	09
Malaysia	L F C & LIVER BIRD Device (2)	201001573	27-Jan-2010			Pending	27-Jan-2020	18
Malaysia	L F C & LIVER BIRD Device (2)	201001572	27-Jan-2010			Pending	27-Jan-2020	21

Country	Trade Mark	App. No.	App Date	Reg No.	Reg Date	Status	Renewal	Classes
Malaysia	L F C & LIVER BIRD Device (2)	201001571	27-Jan-2010			Pending	27-Jan-2020	25
Malaysia	L F C & LIVER BIRD Device (2)	201001570	27-Jan-2010			Pending	27-Jan-2020	28
Malaysia	L F C & LIVER BIRD Device (2)	201001569	27-Jan-2010	201001569	18-Nov-2011	Registered	27-Jan-2020	36
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	9610143	28-Aug-1996	9610143	28-Aug-1996	Registered	28-Aug-2023	28
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	9610144	28-Aug-1996	9610144	15-Jun-2009	Registered	28-Aug-2023	25
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	9610145	28-Aug-1996	9610145	10-Apr-2008	Registered	28-Aug-2023	18
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	200904222	17-Mar-2009			Pending	17-Mar-2019	06
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	200904223	17-Mar-2009	200904223	27-Jan-2011	Registered	17-Mar-2019	09
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	200904224	17-Mar-2009	2009/004224	07-Jan-2011	Registered	17-Mar-2019	21
Mexico	L F C & LIVER BIRD Device (2)	1061845	21-Jan-2010	1152582	14-Apr-2010	Registered	21-Jan-2020	09
Mexico	L F C & LIVER BIRD Device (2)	1061815	21-Jan-2010	1151038	29-Mar-2010	Registered	21-Jan-2020	18

Country	Trade Mark	App. No.	App Date	Reg.No.	Reg Date	Status	Renewal	Classes
Mexico	L F C & LIVER BIRD Device (2)	1061816	21-Jan-2010	1146794	04-Mar-2010	Registered	21-Jan-2020	25
Mexico	L F C & LIVER BIRD Device (2)	1061817	21-Jan-2010	1146795	04-Mar-2010	Registered	21-Jan-2020	28
Mexico	LIVERPOOL FOOTBALL CLUB CREST	952899	05-Aug-2008	1267055	10-Feb-2012	Registered	05-Aug-2018	25
Mexico	LIVERPOOL FOOTBALL CLUB CREST	994486	09-Mar-2009	1199754	03-Feb-2011	Registered	09-Mar-2019	06
New Zealand	L F C & LIVER BIRD Device (2)	818533	21-Jan-2010	818533	12-Aug-2010	Registered	21-Jan-2020	06, 09, 18, 25, 28
New Zealand	LIVERPOOL FOOTBALL CLUB CREST	803415	09-Mar-2009	803415	10-Sep-2009	Registered	09-Mar-2019	06, 09, 18, 25, 28
Nigeria	L F C & LIVER BIRD Device (2)	FTM201021 02	12-Feb-2010	88835	08-Jun-2011	Registered	12-Feb-2017	25
Nigeria	LIVERPOOL FOOTBALL CLUB CREST	FTM200950 31	09-Apr-2009			Pending		28
Norway	L F C & LIVER BIRD Device		12-Nov-1998	194195	12-Nov-1998	Registered	12-Nov-2018	09, 16, 18, 25, 28
Norway	L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	26-Aug-2011	Registered		06, 21, 24, 36
Norway	LIVERPOOL FOOTBALL CLUB CREST	200211928	11-Dec-2002	221259	16-Oct-2003	Registered	16-Apr-2014	09, 25, 41

Country	Trade Mark	App. No.	App Date	Reg No.	Reg Date	Status	Renewal	Classes
Norway	LIVERPOOL FOOTBALL CLUB CREST	842098	26-Feb-2009	842098	26-Feb-2009	Registered		36
Norway	LIVERPOOL FOOTBALL CLUB CREST	1008762	12-Mar-2009	1008762	12-Mar-2009	Registered		06, 16, 18, 21, 28
Republic of Korea	L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	19-Jul-2010	Registered	19-Jul-2020	06, 09, 18, 21, 25, 28, 36
Republic of Korea	LIVERPOOL FOOTBALL CLUB CREST	860802	14-Apr-2005	860802	14-Apr-2005	Registered		18, 25
Republic of Korea	LIVERPOOL FOOTBALL CLUB CREST	1008762	12-Mar-2009	1008762	12-Mar-2009	Registered		06, 09, 21, 28
Singapore	CENTENARY Logo	T9605842E	10-Jun-1996	T9605842E	05-Mar-2001	Registered	10-Jun-2016	25
Singapore	L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	19-Jul-2010	Registered		06, 09, 16, 18, 21, 25, 28, 36
Singapore	LIVERPOOL FOOTBALL CLUB CREST	860802	14-Apr-2005	860802	14-Apr-2005	Registered		18, 25
Singapore	LIVERPOOL FOOTBALL CLUB CREST	1008762	12-Mar-2009	1008762	12-Mar-2009	Registered		06, 09, 16, 21, 28
South Africa	L F C & LIVER BIRD Device (2)	201001681	28-Jan-2010	201001681	05-Dec-2011	Registered	28-Jan-2020	06
South Africa	L F C & LIVER BIRD Device (2)	201001682	28-Jan-2010	201001682	05-Dec-2011	Registered	28-Jan-2020	09

Country	Trade Mark	App. No.	App Date	Reg No.	Reg Date	Status	Renewal	Classes
South Africa	L F C & LIVER BIRD Device (2)	2010016821	28-Jan-2010	2010016821	05-Dec-2011	Registered	28-Jan-2020	18
South Africa	L F C & LIVER BIRD Device (2)	201001683	28-Jan-2010	201001683	05-Dec-2011	Registered	28-Jan-2020	24
South Africa	L F C & LIVER BIRD Device (2)	201001684	28-Jan-2010	201001684	11-Jan-2012	Registered	28-Jan-2020	25
South Africa	L F C & LIVER BIRD Device (2)	201001685	28-Jan-2010	201001685	05-Dec-2011	Registered	28-Jan-2020	28
South Africa	LIVERPOOL FOOTBALL CLUB CREST	200507685	19-Apr-2005	200507685	11-Dec-2009	Registered	19-Apr-2015	25
South Africa	LIVERPOOL FOOTBALL CLUB CREST	200904099	09-Mar-2009	200904099	13-Sept-2012	Registered	09-Mar-2019	06
South Africa	LIVERPOOL FOOTBALL CLUB CREST	200904100	09-Mar-2009	200904100	29-Nov-2011	Registered	09-Mar-2019	09
South Africa	LIVERPOOL FOOTBALL CLUB CREST	200904101	09-Mar-2009	200904101	13-Sep-2012	Registered	09-Mar-2019	18
South Africa	LIVERPOOL FOOTBALL CLUB CREST	200904102	09-Mar-2009	200904102	13-Sep-2012	Registered	09-Mar-2019	24
South Africa	LIVERPOOL FOOTBALL CLUB CREST	200904103	09-Mar-2009	200904103	29-Nov-2011	Registered	09-Mar-2019	28
Switzerland	L F C & LIVER BIRD Device	041961996	07-Jun-1996	442812	20-Jun-1997	Registered	07-Jun-2016	09, 16, 18, 25, 28

Country	Trade Mark	App. No.	App Date	Reg No.	Reg Date	Status	Renewal	Classes
Switzerland	L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	19-Jul-2010	Registered		06, 14, 36
Switzerland	LIVERPOOL FOOTBALL CLUB CREST	842098	10-Jul-2008	842098		Registered		25
Switzerland	LIVERPOOL FOOTBALL CLUB CREST	1008762	12-Mar-2009	1008762	12-Mar-2009	Registered		09, 18, 28
Taiwan R.O.C	CENTENARY Logo			910048	16-Oct-2000	Registered	15-Oct-2020	18
Taiwan R.O.C	CENTENARY Logo			912979	01-Nov-2000	Registered	31-Oct-2020	28
Taiwan R.O.C	L F C & LIVER BIRD Device (2)	099003380	22-Jan-2010	1420757	16-Jul-2010	Registered	15-Jul-2020	09, 18, 25, 28, 36
Taiwan R.O.C	LIVERPOOL FOOTBALL CLUB CREST			1209784	16-May-2006	Registered	15-May-2016	25
Taiwan R.O.C	LIVERPOOL FOOTBALL CLUB CREST	098012602	31-Mar-2009	1404267	01-Apr-2010	Registered	31-Mar-2020	06, 09, 18, 28
Thailand	L F C & LIVER BIRD Device (2)	757826	04-Feb-2010	Kor345812	14-Feb-2012	Registered	03-Feb-2020	06
Thailand	L F C & LIVER BIRD Device (2)	757827	04-Feb-2010	Kor352120	06-Aug-2012	Registered	03-Feb-2020	09
Thailand	L F C & LIVER BIRD Device (2)	757828	04-Feb-2010	Kor335638	13-Jun-2011	Registered	03-Feb-2020	16
Thailand	L F C & LIVER BIRD Device (2)	757829	04-Feb-2010	Kor335949	16-Jun-2011	Registered	03-Feb-2020	18

Country	Trade Mark	App. No.	App Date	Reg No.	Reg Date	Status	Renewal	Classes
Thailand	L F C & LIVER BIRD Device (2)	757830	04-Feb-2010	Kor339358	09-Sep-2011	Registered	03-Feb-2020	21
Thailand	L F C & LIVER BIRD Device (2)	757831	04-Feb-2010	Kor335950	16-Jun-2011	Registered	03-Feb-2020	25
Thailand	L F C & LIVER BIRD Device (2)	757832	04-Feb-2010	Kor350279	25-Jun-2012	Registered	03-Feb-2020	28
Thailand	L F C & LIVER BIRD Device (2)	757833	04-Feb-2010	Bor51673	29-Nov-2011	Registered	03-Feb-2020	36
Thailand	LIVERPOOL FOOTBALL CLUB CREST		14-Jun-2005	Kor238220		Registered	13-Jun-2015	18
Thailand	LIVERPOOL FOOTBALL CLUB CREST		14-Jun-2005	Kor238221		Registered	13-Jun-2015	25
Thailand	LIVERPOOL FOOTBALL CLUB CREST	725596	26-Mar-2009	Kor337411	22-Jul-2011	Registered	25-Mar-2019	06
Thailand	LIVERPOOL FOOTBALL CLUB CREST	725597	26-Mar-2009	Kor347436	04-Apr-2012	Registered	25-Mar-2019	09
Thailand	LIVERPOOL FOOTBALL CLUB CREST	725598	26-Mar-2009	Kor324793	08-Nov-2010	Registered	25-Mar-2019	16
Thailand	LIVERPOOL FOOTBALL CLUB CREST	725599	26-Mar-2009	Kor329547	10-Feb-2011	Registered	25-Mar-2019	21

Country	Trade Mark	App. No.	App Date	Reg No.	Reg Date	Status	Renewal	Classes
Thailand	LIVERPOOL FOOTBALL CLUB CREST	725600	26-Mar-2009	Kor327809	10-Jan-2011	Registered	25-Mar-2019	28
Thailand	LIVERPOOL FOOTBALL CLUB CREST	725601	26-Mar-2009	Bor46685	27-May-2010	Registered	25-Mar-2019	36
Turkey	L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	19-Jul-2010	Registered		06, 09, 18, 25, 28
Turkey	LIVERPOOL FOOTBALL CLUB CREST	1008762	12-Mar-2009	1008762	12-Mar-2009	Registered		06, 09, 18, 25, 28
United Arab Emirates	L F C & LIVER BIRD Device (2)	139838	08-Mar-2010	164561	16-Feb-2012	Registered	08-Mar-2020	09
United Arab Emirates	L F C & LIVER BIRD Device (2)	139839	08-Mar-2010	164562	16-Feb-2012	Registered	08-Mar-2020	18
United Arab Emirates	L F C & LIVER BIRD Device (2)	139840	06-Nov-2008	164563	16-Feb-2012	Registered	06-Nov-2018	25
United Arab Emirates	L F C & LIVER BIRD Device (2)	139841	08-Mar-2010	164564	16-Feb-2012	Registered	08-Mar-2020	28
United Arab Emirates	L F C & LIVER BIRD Device (2)	139842	08-Mar-2010	164565	16-Feb-2012	Registered	08-Mar-2020	36
United Arab Emirates	LIVERPOOL FOOTBALL CLUB CREST	121928	06-Nov-2008	126676	13-Dec-2010	Registered	06-Nov-2018	25
United Arab Emirates	LIVERPOOL FOOTBALL CLUB CREST	127044	16-Mar-2009	127044	17-Apr-2013	Registered	16-Mar-2019	09

Country	Trade Mark	App. No.	App Date	Reg No.	Reg Date	Status	Renewal	Classes
United Arab Emirates	LIVERPOOL FOOTBALL CLUB CREST	127045	16-Mar-2009			Published	16-Mar-2019	18
United Arab Emirates	LIVERPOOL FOOTBALL CLUB CREST	127046	16-Mar-2009	127046	27-Mar-2013	Registered	16-Mar-2019	28
United Kingdom	ANFIELD	2027752	20-Jul-1995	2027752	26-Jul-1996	Registered	20-Jul-2015	24, 25, 38, 41
United Kingdom	ANFIELD	2251416	04-Nov-2000	2251416	20-Apr-2001	Registered	04-Nov-2020	09, 28
United Kingdom	L F C & LIVER BIRD Device	1252096	12-Oct-1985	1252096	12-Oct-1985	Registered	12-Oct-2016	18, 25, 26
United Kingdom	L F C & LIVER BIRD Device	2251417	04-Nov-2000	2251417		Registered	04-Nov-2020	09
United Kingdom	L F C & LIVER BIRD Device	2253932	24-Nov-2000	2253932	05-Jul-2002	Registered	24-Nov-2020	35, 38, 41, 42, 43, 45
United Kingdom	LFC	2027743	20-Jul-1995	2027743	19-Jul-1996	Registered	20-Jul-2015	14, 16, 18, 21, 24, 25, 28
United Kingdom	LFC	2251377	04-Nov-2000	2251377	24-Aug-2001	Registered	04-Nov-2020	09, 28
United Kingdom	LIVERPOOL FOOTBALL CLUB	2253936	24-Nov-2000	2253936	05-Oct-2001	Registered	24-Nov-2020	35, 38, 41, 42
United Kingdom	LIVERPOOL FOOTBALL CLUB	2358371	15-Mar-2004	2358371	21-Jan-2005	Registered	15-Mar-2024	18, 25, 36
United Kingdom	LIVERPOOL FOOTBALL CLUB CREST (Series of Two)	2358372	15-Mar-2004	2358372	21-Jan-2005	Registered	15-Mar-2024	18, 32, 36, 38, 39, 41, 42
United Kingdom	LIVERPOOL FOOTBALL CLUB SHIELD	1099121	22-Jul-1978	1099121		Registered	22-Jul-2019	03, 08, 14, 20, 21, 24, 27

Country	Trade Mark	App. No.	App Date	Reg No.	Reg Date	Status	Renewal	Classes
United Kingdom	LIVERPOOL FOOTBALL CLUB SHIELD	2502015	10-Nov-2008	2502015	27-Feb-2009	Registered	10-Nov-2018	25
United Kingdom	THE KOP	2509683	26-Feb-2009	2509683	26-Jun-2009	Registered	26-Feb-2019	18, 25, 28
United Kingdom	THIS IS ANFIELD	2030287	12-Aug-1995	2030287	18-Oct-1996	Registered	12-Aug-2015	24, 25, 38, 41
United Kingdom	THIS IS ANFIELD	2251376	04-Nov-2000	2251376	24-Aug-2001	Registered	04-Nov-2020	09, 28
United Kingdom	THIS IS ANFIELD Logo	2251414	04-Nov-2000	2251414		Registered	04-Nov-2020	09
United Kingdom	THIS IS ANFIELD Logo	2253931	24-Nov-2000	2253931	05-Jul-2002	Registered	24-Nov-2020	35, 38, 41, 42, 43, 45
United Kingdom	THIS IS ANFIELD Logo (series of 2)	2048003	08-Dec-1995	2048003	18-Oct-1996	Registered	08-Dec-2015	14, 16, 18, 24, 25, 26, 28
United Kingdom	YOU'LL NEVER WALK ALONE	2270283	17-May-2001	2270283	01-Feb-2002	Registered	17-May-2021	25, 26
United States of America	L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	10-Jul-2012	Registered		06, 09, 14, 16, 18, 21, 24, 25, 28
United States of America	L F C & LIVER BIRD Device (2)	1062722	19-July-2010	1062722	05-Mar-2013	Registered		36
United States of America	LIVERPOOL FOOTBALL CLUB CREST	842098	15-May-2004	842098	09-Oct-2007	Registered		18, 25
United States of America	LIVERPOOL FOOTBALL CLUB CREST	1008762	12-Mar-2009	1008762	26-Oct-2010	Registered		06, 09, 14, 16, 21, 24, 28

SCHEDULE 3
NOTICE FOR ACCOUNTS

To [Account Bank]

Copy [●] as Security Agent

Date [●]

Dear Sirs,

1 We hereby give you notice that we have charged by way of first fixed charge to [●] (the *Security Agent*) on behalf of certain Senior Creditor pursuant to a security agreement (the *Supplemental Security Agreement*) dated [●] February 2014 entered into by us (as Chargor) (amongst others) in favour of the Security Agent, all of our rights, title and interest in and to all sums of money which may now or in the future be held with you for our account in the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by us (the *Accounts*) together with all interest from time to time earned on such sums and the debts represented by such sums and interest

2 With effect from the date of your receipt of this notice

- (a) subject to paragraph (e) below, all sums from time to time standing to the credit of the Accounts should be held to the order of the Security Agent,
- (b) subject to paragraph (e) below, such sums may only be paid or released in accordance with the written instructions of the Security Agent at any time,
- (c) the terms and conditions relating to the Accounts designated as “Blocked” may not be amended, varied or waived without the prior written consent of the Security Agent,
- (d) we are not permitted to withdraw any amount from the Accounts designated as “Blocked” in the schedule to this notice without the prior written consent of the Security Agent, and
- (e) we are permitted to withdraw or transfer amounts from the Accounts designated as “Not blocked” in the schedule to this notice until such time as the Security Agent provides written notification to you that such permission is withdrawn (and the Security Agent may withdraw or notify this permission in its absolute discretion at any time)

3 You are authorised and instructed, without requiring further approval from us

- (a) to pay all monies received by you for the Accounts to (and only to) the credit of the Accounts,
- (b) to provide the Security Agent with such information relating to the Accounts as it may from time to time request, and
- (c) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Supplemental Security Agreement, the sums standing to the credit of the Accounts from time to time or the debts represented by them which

you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction

4 These instructions may not be revoked without the prior written consent of the Security Agent

5 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that

- (a) you agree to the terms of this notice and to act in accordance with its provisions,
- (b) you have not received notice of the interest of any third party in the accounts, and
- (c) you have not and will not claim, exercise or enforce any security interest, right of set-off, counterclaim or similar right in respect of the Accounts or the debts represented by them without the prior written consent of the Security Agent [or, in relation to the Accounts designated as "Not blocked" in the schedule to this notice, pursuant to the current account netting arrangements previously approved in writing by the Security Agent]

6 This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and construed in accordance with, English law

Yours faithfully,

for and on behalf of
[CHARGOR]

for and on behalf of
[●] as Security Agent

SCHEDULE

Account Number

[•]

Sort Code

[•]

Status

[Blocked/
Not blocked]

[*On acknowledgement copy*]

To [•] as Security Agent
 [*Address*]

Copy to [*CHARGOR*]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it

for and on behalf of
[*Account Bank*]

Date [•]

SCHEDULE 4

NOTICE FOR INSURANCE POLICIES

To [insurer/insurance broker]

Copy [●] as Security Agent

Date [●]

Dear Sirs,

1 Pursuant to a letter from us to you dated on or about [●] (the *Original Notice*) we notified you that we had assigned by way of security to [●] (the *Security Agent*) on behalf of certain Senior Creditors pursuant to a security agreement (the *Original Security Agreement*) dated 30 September 2011 entered into by us (amongst others) in favour of the Security Agent, all of our rights, title and interest in and to the insurance policies identified in the schedule to this letter and to any other insurance policies taken out with you by us or on our behalf or under which we have a right to a claim (the *Insurance Policies*)

2 We hereby give you notice that we have also charged by way of fixed charge in favour of the Security Agent on behalf of certain Senior Creditors pursuant to a security agreement (the *Supplemental Security Agreement*) dated [●] March 2014 entered into by us (amongst others) all our right title and interest in and to the Insurance Policies (including but not limited to the proceeds thereof) A list of the policies included within the Insurance Policies at the date of this notice is set out in the schedule hereto

3 The terms of the Original Notice (given with respect to the security created under the Original Security Agreement) shall hereafter apply for all purposes also in relation to the Supplemental Security Agreement, *mutatis mutandis*

4 These instructions may not be revoked without the prior written consent of the Security Agent

5 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm in favour of the Security Agent that

- (a) you agree to the terms of this notice and to act in accordance with its provisions,
- (b) you have not received notice of the interest of any third party in any of the Insurance Policies, and
- (c) you have noted the interests of the Security Agent on the Insurance Policies

6 This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and construed in accordance with, English law

Yours faithfully,

for and on behalf of
[CHARGOR]

SCHEDULE

[Details of Insurance Policies to be inserted]

[On acknowledgement copy]

To [●] as Security Agent
 [Address]

Copy to *[CHARGOR]*

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it

for and on behalf of
[Insurer]

Date [●]

SCHEDULE 5

NOTICE FOR ASSIGNED AGREEMENTS

To [Counterparty to relevant Assigned Agreement]

Copy [●] as Security Agent

Date [●]

Dear Sirs,

1. Pursuant to a letter from us to you dated on or about [●] (the **Original Notice**) we notified you that we had assigned by way of security to [●] (the **Security Agent**) on behalf of certain Senior Creditors pursuant to a security agreement (the **Original Security Agreement**) dated 30 September 2011 entered into by us (amongst others) in favour of the Security Agent, all of our rights, title and interest in and to [insert details of relevant Assigned Agreement] (the **Assigned Agreement**)

2 We hereby give you notice that we have also charged by way of fixed charge in favour of the Security Agent on behalf of certain Senior Creditors pursuant to a security agreement (the **Supplemental Security Agreement**) dated [●] March 2014 entered into by us (amongst others) all our right title and interest in and to the Assigned Agreement (including but not limited to the proceeds thereof)

3 The terms of the Original Notice (given with respect to the security created under the Original Security Agreement) shall hereafter apply for all purposes also in relation to the Supplemental Security Agreement, *mutatis mutandis*

4 These instructions may not be revoked without the prior written consent of the Security Agent

5 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm in favour of the Security Agent that

- (a) you agree to the terms of this notice and to act in accordance with its provisions,
- (b) you have not claimed, exercised or enforced any right of set-off, counterclaim or similar right in respect of the Assigned Agreement, and
- (c) you have not received notice of the interest of any third party in the Assigned Agreement

6 This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and construed in accordance with, English law

Yours faithfully,

for and on behalf of
[CHARGOR]

for and on behalf of
[●] as Security Agent

[On acknowledgement copy]

To [●] as Security Agent
[Address]

Copy to [CHARGOR]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it

for and on behalf of
[Counterparty to relevant Assigned Agreement]

Date [●]

SCHEDULE 6

FORM OF DEED OF ACCESSION

THIS DEED is made on [●]

BETWEEN

- (1) [COMPANY NAME] (registered number [●]) with its registered office at [●] (the *Additional Chargor*),
- (2) **UKSV HOLDINGS COMPANY LTD** for itself and as attorney for each of the other Chargors under and as defined in the Supplemental Security Agreement referred to below (the *Company*), and
- (3) [●] for itself and as agent and trustee for each of the other Senior Creditors under and as defined in the Supplemental Security Agreement referred to below (the *Security Agent*)

WHEREAS:

- (A) The Additional Chargor is a wholly-owned Subsidiary of the Company
- (B) The Company has entered into a security agreement dated [●] 2014 (the *Supplemental Security Agreement*) between the Company, the Original Chargors and the Security Agent
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Supplemental Security Agreement. The Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as an Obligor
- (D) Pursuant to clause 6.3 (*Consent of Chargors*) of the Supplemental Security Agreement, each Chargor (other than the Company and the Additional Chargor) has irrevocably appointed the Company as its attorney, with full power of substitution, for the purposes of executing this Deed
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1. INTERPRETATION

Terms defined in the Supplemental Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Senior Finance Document.

2. ACCESSION

With effect from the date of this Deed, the Additional Chargor

- (a) will become a party to the Supplemental Security Agreement as a Chargor, and

- (b) will be bound by all the terms of the Supplemental Security Agreement which are expressed to be binding on a Chargor

3. SECURITY

- (a) Paragraphs (b) to (f) below (inclusive) apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed
- (b) The Additional Chargor mortgages, charges, assigns or agrees to assign by way of security to the Security Agent all its rights, title and interest in and to the Security Assets specified in the Schedule to this Deed
- (c) All Security
 - (i) is created in favour of the Security Agent, and
 - (ii) is created over the present and future assets of the Additional Chargor, and
 - (iii) is a continuing security for the payment, discharge and performance of all of the Secured Liabilities and will extend to the ultimate balance of all sums payable under the Senior Finance Documents regardless of any intermediate discharge in whole or in part, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in relation to such mortgage, charge or assignment are construed with the omission of
 - (A) the words “other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about” in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994,
 - (B) the words “except to the extent that” and all the words thereafter in section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994, and
 - (C) section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994
- (d) If the Additional Chargor purports to mortgage, assign or charge (absolutely or by way of first fixed mortgage or charge) an asset under this Deed and such mortgage, assignment or fixed charge is prohibited by a term of an agreement binding on the Additional Chargor in respect of that asset because the consent of a person (other than a member of the Group or a Sponsor Affiliate) has not been obtained
 - (i) the Additional Chargor shall promptly notify the Security Agent,
 - (ii) subject to paragraph (iv) below, the relevant mortgage, assignment or fixed charge hereunder will extend to (to the extent no breach of the relevant agreement would occur) the Related Rights in respect of that asset but will exclude the asset itself,

- (iii) unless the Security Agent otherwise requires, the Additional Chargor shall use all reasonable endeavours to obtain the consent of the relevant person or otherwise to overcome such prohibition to such mortgage, assignment or charge for a period of three months from the date such consent was applied for and subsequently as the Security Agent may request (acting reasonably) from time to time (in which case the Additional Chargor shall use all reasonable endeavours to obtain the consent of the relevant person or otherwise to overcome such prohibition to such mortgage, assignment or charge for a period of three months from the date such consent was applied for following the request of the Security Agent provided that the Security Agent may subsequently again at any time make such request (acting reasonably) and such three month period shall recommence each time the Security Agent makes such request) and, if obtained, shall promptly provide a copy of that consent to the Security Agent, provided that the Additional Chargor shall not be obliged to instigate litigation proceedings or take any equivalent action against the relevant party, and
- (iv) forthwith upon receipt of the relevant consent, the relevant asset shall become subject to the Security in favour of the Security Agent under this Deed and the Supplemental Security Agreement
- (e) The Security Agent holds the benefit of this Deed for itself and on trust for each of the other Senior Creditors
- (f) The fact that the details of any assets in the Schedule to this Deed are incorrect or incomplete shall not affect the validity or enforceability of this Deed or the Supplemental Security Agreement in respect of the assets of the Additional Chargor

4. REPRESENTATIONS AND WARRANTIES

On the date of this Deed, the Additional Chargor makes the representations and warranties to each Senior Creditor as set out in clause 7.1 (*Representations and warranties*) of the Original Debenture

5. MISCELLANEOUS

With effect from the date of this Deed

- (a) the Supplemental Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed),
- (b) any reference in the Supplemental Security Agreement to “this Agreement” and similar phrases will include this Deed and all references in the Supplemental Security Agreement to any relevant schedule to the Supplemental Security Agreement (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it), and
- (c) the Company, for itself and as agent for each of the other Chargors under the Supplemental Security Agreement, agrees to all matters provided for in this Deed

6. [SERVICE OF PROCESS]

The Additional Chargor shall at all times maintain an agent for service of process and any other documents in proceedings in England or any other proceedings in connection with the Supplemental Security Agreement. Such agent shall be the Company (whose principal office is currently at [•]) and any claim form, judgment or other notice of legal process shall be sufficiently served on the Additional Chargor if delivered to such agent at its address for the time being. The Additional Chargor irrevocably undertakes not to revoke the authority of the above agent and if, for any reason, the Security Agent requests the Additional Chargor to do so they shall promptly appoint another such agent with an address in England and advise the Security Agent. If, following such a request, the Additional Chargor fails to appoint another agent, the Security Agent shall be entitled to appoint one on behalf of the Additional Chargor at the expense of the [Additional Chargor].¹

7. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in relation to this Deed shall be governed by, and interpreted in accordance with, English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

¹ To be included for companies not incorporated in England

SCHEDULE TO FORM OF DEED OF ACCESSION

SECURITY ASSETS

**Part A
Real Property**

Freehold/leasehold	Description	Title number
•	•	•

**Part B
Group Shares**

Group Member	Number and class of shares	Details of nominees holding legal title
•	•	•

**Part C
Accounts**

Account Bank	Account Number	Sort Code	Description
•	•	•	• ²

**Part D
Assigned Agreements**

[Details to be inserted]

**Part E
Specified Intellectual Property**

[Details to be inserted]³

² Specify whether the relevant account is a Collection Account, Prepayment Holding Account, Cash Collateral Account, Deferred Player Payment Collateral Account or Retained Excess Cashflow Account

³ Specify all of the Intellectual Property in which the Additional Chargor has any interest that it considers (acting reasonably) is required to conduct its business or any part of it

SIGNATORIES TO THE DEED OF ACCESSION

The Additional Chargor

EXECUTED as a **DEED**)
by [●])
acting by)

Director

Director/Secretary

OR

EXECUTED as a **DEED**)
by [●])
acting by)

Director

In the presence of.

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

SIGNATORIES TO THE SECURITY AGREEMENT

EXECUTED as a DEED
by UKSV HOLDINGS COMPANY LTD.
acting by

)
)
)
)

Director

David Ginsberg

In the presence of

Signature of Witness

[Redacted]

Name of Witness

Eric Rothberger

Address of Witness

14073 Collins Ranch Pl
San Diego, CA 92130

EXECUTED as a DEED
by THE LIVERPOOL FOOTBALL CLUB AND
ATHLETIC GROUNDS LIMITED
acting by

)
)
)
)

FSD

Director

David Ginsberg

In the presence of

Signature of Witness

[Redacted]

Name of Witness

Eric Rothberger

Address of Witness

14073 Collins Ranch Pl
San Diego, CA 92130

SIGNATORIES TO THE SECURITY AGREEMENT

EXECUTED as a DEED)
by UKSV HOLDINGS COMPANY LTD.)
acting by.)

Director.

In the presence of.

Signature of Witness.

Name of Witness:

Address of Witness:

EXECUTED as a DEED)
by THE LIVERPOOL FOOTBALL CLUB AND)
ATHLETIC GROUNDS LIMITED)
acting by:)

Director:

In the presence of:

Signature of Witness:

Name of Witness: Joanne Roberts

Address of Witness: Lfc , 20 chapel street,
Liverpool L3 9AG

EXECUTED as a DEED)
by ANFIELD ARENA LIMITED)
acting by.)

Director

In the presence of:

Signature of Witness:

Name of Witness: Joanne Roberts

Address of Witness: Lfc, 20 Chapel Street
Liverpool L3 9AA

EXECUTED as a DEED)
by LIVERPOOL F.C. TV LIMITED)
acting by.)

Director.

In the presence of:

Signature of Witness:

Name of Witness: Joanne Roberts

Address of Witness: Lfc
20 Chapel Street
Liverpool L3 9AA

The Security Agent

THE ROYAL BANK OF SCOTLAND PLC

By. [REDACTED]

ANDREW N GUNAW