

MR01

Particulars of a charge



Companies House

113145/13

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

You can use the WebFiling service to file this form online
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 there is no
instrument. Use

For further information, please
refer to our guidance at
www.companieshouse.gov.uk
COMPANIES HOUSE

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



You must enclose a certified copy of the instrument with
this form, scanned and placed on the public record. Do not send the original.

TUESDAY



L4GH2TCI

LD7

22/09/2015

#51

1 Company details

Company number 0 0 0 3 5 6 6 8

Company name in full THE LIVERPOOL FOOTBALL CLUB AND
ATHLETIC GROUNDS LIMITED

21 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 1 4 0 9 2 0 1 5

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 as trustee for each of the Secured
Parties subject to the Intercreditor Agreement (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

MR01

Particulars of a charge

4	Brief description	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p> <p>The Company by means of a Debenture grants inter alia a first legal mortgage over and a first fixed charge over Real Property/Related Rights (including Anfield Stadium, title no MS483402, and others), a first fixed charge over Intellectual Property/Related Rights (including LIVERPOOL FC, registered no 007024565, and others), and a first floating charge over all present and future assets (presently no ship or aircraft assets) and undertaking of the Company See Debenture</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
5	Other charge or fixed security	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement¹	
	<p>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</p> <p><input type="checkbox"/></p>	<p>¹ This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Clifford Chance</i> X</p> <p>This form must be signed by a person with an interest in the charge</p>	

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Herman Park (70-40609444)**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **+44 (0)20 7006 2736**



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

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ 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



DX

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 35668

Charge code 0003 5668 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th September 2015 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 22nd September 2015

Given at Companies House, Cardiff on 25th September 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 14 SEPTEMBER 2015

UKSV HOLDINGS COMPANY LTD
THE LIVERPOOL FOOTBALL CLUB AND ATHLETIC GROUNDS LIMITED
ANFIELD ARENA LIMITED
LIVERPOOLFC TV LIMITED
LIVERPOOL LADIES FOOTBALL CLUB LIMITED
AS CHARGORS
IN FAVOUR OF
THE ROYAL BANK OF SCOTLAND PLC
AS SECURITY AGENT

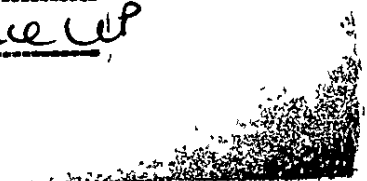
DEBENTURE IN CONNECTION WITH
A SENIOR FACILITIES AGREEMENT DATED
11 SEPTEMBER 2015

We hereby certify that,
save for material redacted pursuant to s 895G of the Companies Act 2006,
this is a true copy of the original

Date 21 September 2015

Signed Clifford Chance LLP

Clifford Chance LLP
10 Upper Bank St
London E14 5JJ



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THIS DEBENTURE is made by way of deed on 14 September 2015

BY:

- (1) **THE PERSONS** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**") in favour of
- (2) **THE ROYAL BANK OF SCOTLAND PLC** as trustee for each of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**")

IT IS AGREED as follows

I DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture

"Account" means each of the accounts opened or maintained by any Chargor with the Security Agent, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby, and includes the accounts specified in Schedule 3 (*Accounts*)

"Administration Event" means

- (a) the presentation of an application to the court for the making of an administration order in relation to any Chargor, or
- (b) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an administrator of any Chargor or the filing of such a notice with the court

"Charged Assets" means all of the assets and undertaking of each Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Debenture.

"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture or by law

"Declared Default" means the Security Agent exercising any of its rights under Clause 28.17 (*Acceleration*) of the Senior Facilities Agreement

"Excluded Property" means any leasehold interest of a Chargor where

- (a) the unexpired term of the lease is less than 15 years as at the date of this Debenture or, if later, as at the date of the acquisition of the leasehold interest, unless there is an option to acquire the freehold and where the freehold will have a value in excess of £1,000,000 (or its equivalent in other currencies),

- (b) under the terms of the lease, the tenant is not permitted to grant security over its leasehold interest, and
- (c) under the terms of the lease, landlord's consent is required to grant security over its leasehold interest,

the Excluded Property as at the date of this Debenture being specified in Part II of Schedule 2 (*Excluded Property*)

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Fixed Security*) of this Debenture

"Insurance Policy" means each policy of insurance specified in Schedule 7 (*Insurance Policies*) and any policy of insurance (including life insurance or assurance but excluding third party liability insurance) in which any Chargor may from time to time have an interest (as amended or supplemented)

"Intellectual Property" means the intellectual property specified in Schedule 6 (*Intellectual Property*) and any other material patents, trade marks, service marks, designs, business and trade names, copyrights, database rights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets in which any Chargor may from time to time have an interest

"Investments" means the securities specified in Schedule 4 (*Shares and Investments*) and any

- (a) stocks, shares, debentures, securities and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds (but not including the Shares),
- (b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests,
- (c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above,
- (d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above, and
- (e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of such investments from time to time)

"Monetary Claims" means any book and other debts and monetary claims owing to any Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, any court order or judgment, any contract or agreement to which any Chargor is a party and any other assets, property, rights or undertaking of that Chargor).

"Mortgaged Property" means the freehold and leasehold property specified in Part 1 of Schedule 2 (*Mortgaged Property*) and for the avoidance of doubt excludes the Excluded Property

"Notice of Assignment" means a notice of assignment in substantially the form set out in Schedule 9 (*Form of Notice of Assignment of Specific Contract*) and Schedule 10 (*Form of Notice of Assignment of Insurance Policy*) or in such form as may be specified by the Security Agent

"Notice of Charge" means a notice of charge in substantially the form set out in Schedule 8 (*Form of Notice of Security to Account Bank*) or in such form as may be specified by the Security Agent

"Real Property" means (including as provided in Clause 1.6 (*Real Property*)), the Mortgaged Property and any present or future freehold or leasehold or immovable property and any other interest in land or buildings and any rights relating thereto in which any Chargor has an interest save for the Excluded Property

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver and that term will include any appointee made under a joint or several appointment

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale or rental of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

"Secured Obligations" means all present and future obligations and liabilities at any time due, owing or incurred by each Chargor to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any other Secured Party under or pursuant to each of the Finance Documents, whether actual or contingent, whether originally incurred by that Chargor or by any other person and whether incurred solely or jointly and as principal or surety or in any other capacity, including any liability in respect of any further advances made under the Finance Documents, except for any obligation or liability which, if it were included, would cause that

obligation or liability or any of the Security in respect thereof, to be unlawful, prohibited or invalid by or under any applicable law

"Security Period" means the period beginning on the date of this Debenture and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally paid or discharged in full and no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Finance Documents

"Senior Facilities Agreement" means the senior facilities agreement dated 11 September 2015 between, UKSV Holdings Company Ltd as company, The Liverpool Football Club and Athletic Grounds Limited as borrower, UKSV Holdings Company Ltd, The Liverpool Football Club and Athletic Grounds Limited, Anfield Arena Limited, Liverpoolfc TV Limited and Liverpool Ladies Football Club Limited as original guarantors, Merrill Lynch, Pierce, Fenner & Smith Incorporated and The Royal Bank of Scotland plc as mandated lead arrangers, the Original Lenders (as defined therein) and The Royal Bank of Scotland plc as agent and security agent

"Shares" means any stocks, shares, debentures and other securities listed in Schedule 4 (*Shares and Investments*) and all of each Chargor's other present and future shares in the capital of any subsidiary of that Chargor from time to time held by, to the order, or on behalf, of each Chargor

"Specific Contracts" means each of the Hedging Agreements

"Stadium Property" means

- (a) Anfield Stadium, Anfield Road, Liverpool L4 0TH (Freehold) – title number MS483402, and
- (b) Anfield Stadium, Anfield Road, Liverpool L4 0TH (Long leasehold) – title number MS483403

"Supplemental Mortgage" means a charge by way of legal mortgage granted by a Chargor in favour of, and in a form approved by, the Security Agent

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress)

1 2 Terms defined in other Finance Documents

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Senior Facilities Agreement or in any other Finance Document has the same meaning in this Debenture, or any notice given under or in connection with this Debenture

1 3 Construction

In this Debenture

- (a) the rules of interpretation contained in clauses 1 2 (*Construction*) and 1 3 (*Currency symbols and definitions*) of the Senior Facilities Agreement shall apply to the construction of this Debenture, or in any notice given under or in connection with this Debenture,
- (b) any reference to the "**Security Agent**", the "**Secured Parties**", the "**Finance Parties**", a "**Chargor**" or any "**Obligor**" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Senior Facilities Agreement,
- (c) any reference to "**including**" and "**include**" shall mean including and include "without limitation" and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms, and
- (d) references in this Debenture to any Clause or Schedule shall be to a Clause or Schedule contained in this Debenture

1 4 Incorporation of provisions from the Senior Facilities Agreement

Clauses 1 4 (*Third party rights*), 18 (*Tax gross up and indemnities*), 20 (*Other indemnities*), 38 1 (*Accounts*), 38 2 (*Certificates and determinations*) and 41 (*Amendments and waivers*) of the Senior Facilities Agreement are deemed to form part of this Debenture as if expressly incorporated into it and as if all references in those clauses to the Senior Facilities Agreement were references to this Debenture

1 5 Present and future assets

- (a) A reference in this Debenture to any Mortgaged Property, Charged Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Charged Assets and other assets
- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Debenture

1 6 Real Property

- (a) A reference in this Debenture to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Senior Facilities Agreement and each other Finance Document are incorporated into this Debenture and each other Finance

Document to the extent required for any purported disposition of any Real Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1 7 Separate Security

Clauses 4 1 (*Mortgage of Real Property*) to 4 11 (*Assignment of Insurance Policies*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not

1 8 Security Agent assumes no obligation

The Security Agent shall not be under any obligation in relation to the Charged Assets as a consequence of this Debenture and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets

2 COVENANT TO PAY

2 1 Covenant to pay

Each Chargor covenants with the Security Agent that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with their respective terms

2 2 Default interest

If any Chargor fails to pay any amount payable by it under this Debenture on its due date, interest shall accrue on the overdue amount (both before and after judgment) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with and on the terms set out in, clause 14 3 (*Default interest*) of the Senior Facilities Agreement

3 COMMON PROVISIONS

3 1 Common provisions as to all Security

All the Security created by or pursuant to this Debenture is

- (a) created with full title guarantee,
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Debenture and the Security created by or pursuant to it on trust for the Secured Parties, and

- (c) continuing security for the payment and discharge of all the Secured Obligations

3 2 Consent for Fixed Security

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party

4 FIXED SECURITY

4 1 Mortgage of Real Property

Each Chargor charges, by way of first legal mortgage, its Mortgaged Property

4 2 Fixed charge over Real Property

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4 1 (*Mortgage of Real Property*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights

4 3 Fixed charge over Accounts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts and all Related Rights

4 4 Fixed charge over Monetary Claims

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture) and all Related Rights (to the extent not already charged under this Clause 4 4)

4 5 Fixed charge over Investments

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

4 6 Fixed charge over Shares

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

4 7 Fixed charge over Intellectual Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights

4 8 Fixed charge over goodwill

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of that Chargor

4 9 Fixed charge over other assets

Each Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 4 10 (*Assignment of Specific Contracts*) or 4 11 (*Assignment of Insurance Policies*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to each Specific Contract and each Insurance Policy of that Chargor and all Related Rights in relation to each of those assets

4 10 Assignment of Specific Contracts

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Specific Contract of that Chargor and all Related Rights

4 11 Assignment of Insurance Policies

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that Chargor and all Related Rights

5 FLOATING CHARGE

5 1 Floating charge

- (a) Each Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of that Chargor
- (b) The floating charge created pursuant to paragraph (a) of Clause 5 1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by that Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5 1 above

5 2 Crystallisation: by notice

The Security Agent may at any time by notice in writing to any Chargor convert the floating charge created pursuant to Clause 5 1 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if

- (a) a Declared Default has occurred,
- (b) the Security Agent reasonably considers that any of the Charged Assets is or is likely to be in jeopardy or in danger of being seized or sold pursuant to any form of legal process,
- (c) the Security Agent reasonably considers that it is desirable in order to protect the priority of the security, or
- (d) any Chargor requests the Security Agent to exercise any of its powers under this Debenture

5 3 Crystallisation: automatic

Notwithstanding Clause 5 2 (*Crystallisation by notice*) and without prejudice to any law which may have a similar effect, the floating charge created pursuant to Clause 5 1 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if

- (a) any Chargor creates or attempts to create any Security (other than any Security permitted under the terms of the Senior Facilities Agreement), over any of the Charged Assets,
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets,
- (c) an Administration Event occurs,
- (d) a Receiver is appointed over all or any of the Charged Assets,
- (e) a meeting is convened for the passing of a resolution for the voluntary winding-up of any Chargor,
- (f) a petition is presented for the compulsory winding-up of any Chargor,
- (g) a provisional liquidator is appointed to any Chargor, or
- (h) a resolution is passed or an order is made for the dissolution or reorganisation of any Chargor,

or any analogous procedure or step is taken in any jurisdiction

6 PROVISIONS AS TO SECURITY AND PERFECTION

6 1 Negative pledge and restriction on dealings

Except as permitted under the Senior Facilities Agreement no Chargor shall at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets

6 2 Implied covenants for title

- (a) The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 4 (*Fixed Security*) or 5 (*Floating charge*)
- (b) It shall be implied in respect of Clauses 4 (*Fixed Security*) and 5 (*Floating charge*) that each Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment)

6 3 Notice of Security: Accounts

- (a) Each Chargor shall within 10 Business Days of the date of this Debenture or, if later, when requested by the Security Agent from time to time, promptly deliver to the Security Agent (or procure the delivery of) a Notice of Charge in relation to the Accounts duly executed by, or on behalf of, that Chargor and each such Chargor shall use reasonable endeavours to procure from each account bank, building society, financial institution or other person with which any Account is opened or maintained, an acknowledgement in the form set out in such Notice of Charge within 20 Business Days of the date of such Notice of Charge
- (b) The execution of this Debenture by each Chargor and the Security Agent shall constitute notice to the Security Agent of the charge created over any Account opened or maintained with the Security Agent

6 4 Notice of Security: other assets

- (a) Following a Declared Default each Chargor shall promptly deliver to the Security Agent (or procure the delivery of) a Notice of Assignment or a Notice of Charge (as appropriate) duly executed by, or on behalf of, that Chargor in relation to any asset (other than the Accounts) which is the subject of the Fixed Security and any floating charge which is converted into a fixed charge pursuant to Clauses 5 2 (*Crystallisation by notice*) and 5 3 (*Crystallisation automatic*)
- (b) Each Chargor shall use reasonable endeavours to procure from each recipient of such a Notice of Assignment or a Notice of Charge (as appropriate) an

acknowledgement in the form set out therein within 20 Business Days of the date of such Notice of Assignment or Notice of Charge (as appropriate)

6 5 Deposit of documents of title: Investments

After the occurrence of a Declared Default each Chargor shall promptly on the request of the Security Agent, deposit with the Security Agent (or procure the deposit of) all of the Investments and any certificates and other documents of title representing the Investments to which that Chargor (or its nominee(s)) is or becomes entitled, together with any other document which the Security Agent may reasonably request (in such form and executed in such manner as the Security Agent may reasonably require (including stock transfer forms or other instruments of transfer executed in blank by it or on its behalf), with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s).

6 6 Deposit of share certificates

Each Chargor shall

- (a) on the date of this Debenture (and upon its coming into possession thereof at anytime), deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to the Shares of any subsidiary organised under the laws of England and Wales, and stock transfer forms (executed in blank by it or on its behalf) in respect of the Shares, and
- (b) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares of any subsidiary organised under the laws of England and Wales (or upon acquiring any interest therein), notify the Security Agent of that occurrence and deposit with the Security Agent (or procure the deposit of) (i) all certificates or other documents of title representing such assets and (ii) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Security Agent may request

6 7 Deposit of title deeds

Each Chargor shall

- (a) Promptly on the request of the Security Agent, deposit with the Security Agent (or procure the deposit of) all deeds, certificates and other documents constituting or evidencing title to such Real Property, and
- (b) at any time thereafter deposit with the Security Agent (or procure the deposit of) any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items

6 8 Application to the Land Registry

Each Chargor hereby consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land at any time forming part of the Real Property

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of [•] referred to in the charges register or their conveyancer "

6 9 Registration of Intellectual Property

Following an Event of Default which is continuing, each Chargor shall, if requested by the Security Agent, execute all such documents and do all such acts as the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Intellectual Property in such Chargor's jurisdiction of incorporation or as otherwise agreed between the relevant Chargor and the Security Agent

6 10 Further advances

- (a) Subject to the terms of the Senior Facilities Agreement, each Lender is under an obligation to make further advances to each Chargor and that obligation will be deemed to be incorporated in this Debenture as if set out in this Debenture
- (b) Each Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register of any registered land in England and Wales forming part of the Charged Assets

6 11 Custodians and nominees

The Security Agent may appoint and pay any person to act as a custodian or nominee on any terms in relation to all or any part of the Charged Assets as the Security Agent may determine and the Security Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any such person or be bound to supervise the proceedings or acts of any such person

7 FURTHER ASSURANCE

7 1 Extension of implied covenant

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 7 2 below

7.2 Further assurance

Each Chargor shall promptly, at its own cost, take all such action (including making all filings, registrations and notarisations) and execute all such documents (including a Supplemental Mortgage, assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may specify (and in such form as the Security Agent may require) in favour of the Security Agent or its nominee(s)

- (a) to create, perfect, protect and/or maintain the Security created or intended to be created in respect of the Charged Assets (which may include the execution by that Chargor of a Supplemental Mortgage, a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the Charged Assets) or for the exercise of the Collateral Rights,
- (b) to confer on the Security Agent Security over any asset or undertaking of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture, and/or
- (c) to facilitate the realisation of the Charged Assets

7.3 Consents

- (a) Each Chargor shall, as soon as possible, use reasonable endeavours to obtain any consents necessary or to remove any restriction on the creation of Security (in each case in form and substance satisfactory to the Security Agent, acting reasonably) to enable the assets of that Chargor to be the subject of the relevant Fixed Security (whether by way of execution of a Supplemental Mortgage or otherwise) pursuant to this Debenture
- (b) Immediately upon obtaining any such consent or removing any such restriction, the asset concerned will become subject to that Fixed Security (and, if required by the Security Agent, the relevant Chargor will enter into any documentation, including without limitation, a Supplemental Mortgage, in order to create, evidence or perfect such Security) and each relevant Chargor shall promptly deliver a copy of such consent or evidence of such removal to the Security Agent

8 SHARES AND INVESTMENTS

8.1 Dividends prior to a Declared Default

Prior to the occurrence of a Declared Default, each Chargor shall be entitled to receive all dividends, interest and other monies or distributions of an income nature arising from the Shares

8.2 Dividends after a Declared Default

Upon the occurrence of a Declared Default, the Security Agent may, at its discretion, in the name of each relevant Chargor or otherwise and without any further consent or

authority from the relevant Chargor, apply all dividends, interest and other monies arising from the Shares as though they were the proceeds of sale in accordance with Clause 17 (*Application of Proceeds*)

8 3 Voting rights prior to Security Agent Notice

Prior to the giving of notice pursuant to Clause 8 4 (*Voting rights after Security Agent Notice*), each Chargor shall be entitled to exercise all voting rights in relation to the Shares

8 4 Voting rights after Security Agent Notice

Subject to Clause 8 5 (*Waiver of voting rights by Security Agent*), upon the occurrence of an Declared Default, the Security Agent may (but without having any obligation to do so) give notice to any relevant Chargor (with a copy to the Agent) that this Clause 8 4 will apply With effect from the giving of that notice the Security Agent may, at its discretion, in the name of each relevant Chargor or otherwise and without any further consent or authority from that Chargor

- (a) exercise (or refrain from exercising) any voting rights in respect of the Shares,
- (b) transfer the Shares into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require, and
- (c) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares including the right, in relation to any company whose shares or other securities are included in the Shares, to concur or participate in
 - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof),
 - (ii) the release, modification or variation of any rights or liabilities attaching to such shares or securities, and
 - (iii) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Shares

8 5 Waiver of voting rights by Security Agent

- (a) The Security Agent may, in its absolute discretion and without any consent or authority from the other Secured Parties or any relevant Chargor, at any time, by notice to any relevant Chargor (which notice shall be irrevocable) , with a copy to the Agent, elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Shares conferred or

to be conferred on the Security Agent pursuant to Clause 8.4 (*Voting rights after Security Agent Notice*) and the other Secured Parties unconditionally waive any rights they may otherwise have to require the Security Agent not to make such election or to require the Security Agent to indemnify, compensate or otherwise make good for any losses, costs or liabilities incurred by any of them in relation to or as a consequence of the Security Agent making such election

- (b) Once a notice has been issued by the Security Agent under paragraph (a) of this Clause 8.5, on and from the date of such notice the Security Agent shall cease to have the rights to exercise or refrain from exercising voting rights and powers in respect of the Shares conferred or to be conferred on it pursuant to Clause 8.4 (*Voting rights after Security Agent Notice*) or any other provision of this Debenture and all such rights will be exercisable by the relevant Chargor. Each relevant Chargor shall be entitled, on and from the date of such notice, to exercise all voting rights and powers in relation to the Shares

8.6 Shares: Voting rights

No Chargor shall exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Shares in any manner, or otherwise permit or agree to or concur or participate in any

- (a) variation of the rights attaching to or conferred by all or any part of the Shares,
- (b) increase in the issued share capital of any company whose shares are charged pursuant to this Debenture,
- (c) exercise, renunciation or assignment of any right to subscribe for any shares or securities, or
- (d) reconstruction, amalgamation, sale or other disposal of any company or any of the assets or undertaking of any company (including the exchange, conversion or reissue of any shares or securities as a consequence thereof) whose shares are charged pursuant to this Debenture,

which, in the opinion of the Security Agent, would prejudice the value of, or the ability of the Security Agent to realise, the Security created pursuant to this Debenture **provided that** the proceeds of any such action shall form part of the Shares in each case other than as permitted in the Finance Documents

8.7 Investments and Shares: Payment of calls

Each Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Investments and Shares, and in any case of default by it in such payment, the Security Agent may, if it thinks fit, make such payment on its behalf in which case any sums paid by the Security Agent shall be reimbursed by each relevant Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed, such interest to be calculated in accordance with Clause 2.2 (*Default interest*)

8 8 Investments: Exercise of rights

No Chargor shall exercise any of its rights and powers in relation to any of the Investments in any manner which would prejudice the value of, or the ability of the Security Agent to realise, the Security created pursuant to this Debenture other than where the exercise of such rights and powers is permitted by the Finance Documents

9 ACCOUNTS

9 1 Accounts: Notification and variation

- (a) Each Chargor shall deliver to the Security Agent details of each Account opened or maintained by it with any bank, building society, financial institution or other person,
 - (i) on the date of this Debenture,
 - (ii) promptly following a Declared Default, and
 - (iii) within 5 Business Days of a request by the Security Agent at any time
- (b) Following a Declared Default, no Chargor shall, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to any Account

9 2 Accounts: Operation before a Declared Default

Each Chargor shall, prior to the occurrence of a Declared Default, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to the terms of the Senior Facilities Agreement

9 3 Accounts: Operation after a Declared Default

After the occurrence of a Declared Default, no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Agent

10 MONETARY CLAIMS

10 1 Release of Monetary Claims: Before a Declared Default

Prior to the occurrence of a Declared Default, the proceeds of the realisation of the Monetary Claims shall (subject to any restriction on the application of such proceeds contained in this Debenture or in the Senior Facilities Agreement), upon such proceeds being credited to an Account, be released from the fixed charge created pursuant to Clause 4 (*Fixed Security*) and the relevant Chargor shall be entitled to withdraw such proceeds from such Account **provided that** such proceeds shall continue to be subject to the floating charge created pursuant to Clause 5 (*Floating Charge*) and the terms of this Debenture

10 2 Release of Monetary Claims: After a Declared Default

After the occurrence of a Declared Default no Chargor shall, except with the prior written consent of the Security Agent, be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account

11 INSURANCES

11 1 Insurance: Undertakings

Each Chargor shall

- (a) keep the Charged Assets insured in accordance with the terms of the Senior Facilities Agreement, and
- (b) following an Event of Default which is continuing, if requested by the Security Agent, subject to the provisions of any lease of the Charged Assets, deposit all Insurance Policies relating to the Charged Assets with the Security Agent

11 2 Insurance: Default

If any Chargor defaults in complying with Clause 11 1 (*Insurance Undertakings*), the Security Agent may (without any obligation to do so) effect or renew any such insurance on such terms, in such name(s) and in such amount(s) as it reasonably considers appropriate, and all monies spent by the Security Agent in doing so shall be reimbursed by the relevant Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed in accordance with Clause 2 2 (*Default interest*)

11 3 Application of Insurance proceeds

All monies received under any Insurance Policies relating to the Charged Assets shall (subject to the rights and claims of any person having prior rights to such monies)

- (a) prior to the occurrence of a Declared Default, be applied in repairing, replacing, restoring or rebuilding the property or assets damaged or destroyed or otherwise in accordance with the terms of the Senior Facilities Agreement, and
- (b) after the occurrence of a Declared Default, be held upon trust for the Security Agent pending payment to the Security Agent for application in accordance with Clause 17 (*Application of Proceeds*) and each Chargor waives any right it may have to require that any such monies are applied in reinstatement of any part of the Charged Assets

12 REAL PROPERTY

12 1 Property: Notification

Within 5 Business Days of a request by the Security Agent, each Chargor shall immediately notify the Security Agent of any contract, conveyance, transfer or other disposition for the acquisition by that Chargor (or its nominee(s)) of any Real Property

12 2 Lease covenants

Each Chargor shall, in relation to any lease, agreement for lease or other right to occupy to which all or any part of the Charged Assets is at any time subject

- (a) pay the rents (if the lessee) and observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessor) on the lessor or (if the lessee) on the lessee, and
- (b) not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Charged Assets becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term

12 3 General property undertakings

Each Chargor shall

- (a) repair and keep in good and substantial repair and condition to the reasonable satisfaction of the Security Agent all the Stadium Property,
- (b) not at any time without the prior written consent of the Security Agent sever or remove any of the fixtures forming part of the Stadium Property or any of the plant or machinery (other than stock in trade or work in progress) on or in the Stadium Property (except for the purpose of any general maintenance, upgrade, improvement, necessary repairs or replacement of it), and
- (c) in all material respects comply with and observe and perform (a) all applicable material requirements of all planning and environmental legislation, regulations and bye-laws relating to the Stadium Property, (b) any material conditions attaching to any planning permissions relating to or affecting the Stadium Property and (c) any material notices or other orders made by any planning, environmental or other public body in respect of all or any part of the Stadium Property

12 4 Entitlement to remedy

- (a) If any Chargor fails to comply with any of the undertakings contained in this Clause 12, the Security Agent shall be entitled (with such agents, contractors and others as it sees fit), to do such things as may in the reasonable opinion of the Security Agent be required to remedy such failure and all monies spent by

the Security Agent in doing so shall be reimbursed by the relevant Chargor on demand with interest from the date of payment by the Security Agent until reimbursed in accordance with Clause 2.2 (*Default interest*)

- (b) The exercise by the Security Agent of its powers under this Clause 12.3 shall not render the Security Agent liable to account as mortgagee in possession

13 ENFORCEMENT OF SECURITY

13.1 Enforcement

Any time after the occurrence of

- (a) a Declared Default,
- (b) an Administration Event, or
- (c) a request from any Chargor to the Security Agent that it exercise any of its powers under this Debenture,

the Security created by or pursuant to this Debenture is immediately enforceable and the Security Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion

- (i) secure and perfect its title to all or any part of the Charged Assets,
- (ii) enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Assets (and any assets of the relevant Chargor which, when got in, would be part of the Charged Assets) at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration), and
- (iii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers

13.2 Effect of moratorium

The Security Agent shall not be entitled to exercise its rights under Clause 13.1 (*Enforcement*) or Clause 5.2 (*Crystallisation by notice*) where the right arises as a result of a Declared Default occurring solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Schedule A1 of the Insolvency Act 1986

14 EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

14.1 Extension of power of sale

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Debenture

14.2 Restrictions

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 11 (*Enforcement of Security*)

14.3 Power of leasing

- (a) The statutory powers of leasing may be exercised by the Security Agent at any time on or after this Debenture has become enforceable in accordance with Clause 11 (*Enforcement of Security*) and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with sections 99 and 100 of the Law of Property Act 1925
- (b) For the purposes of sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither section 99(18) nor section 100(12) of the Law of Property Act 1925 will apply
- (c) No Chargor shall have, at any time during the Security Period, the power pursuant to section 99 of the Law of Property Act 1925, to make any lease in respect of any Real Property without the prior written consent of the Security Agent or as permitted pursuant to the terms of the Senior Facilities Agreement

14 4 Right of appropriation

After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13 1 (*Enforcement*) to the extent that the provisions of the Financial Collateral Arrangements (No 2) Regulations 2003, as amended, (the "**Regulations**") apply to a Charged Asset, the Security Agent shall have the right to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the relevant Chargor. For this purpose, the parties agree that the value of that Charged Asset shall be

- (a) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time of appropriation, and
- (b) in the case of any Investments and/or Shares, the market value of such Investments and/or Shares determined by the Security Agent by reference to a public index or independent valuation, or by such other process as the Security Agent may select

In each case, the parties further agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations

14 5 Statutory powers

The powers conferred by this Debenture on the Security Agent are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law (as extended by this Debenture) and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets. In the case of any conflict between the statutory powers contained in any such Acts and those conferred by this Debenture, the terms of this Debenture shall prevail

15 APPOINTMENT OF RECEIVER

15 1 Appointment and removal

After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13 1 (*Enforcement*), the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent)

- (a) without prior notice to any Chargor
 - (i) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets,
 - (ii) appoint two or more Receivers of separate parts of the Charged Assets,
 - (iii) remove (so far as it is lawfully able) any Receiver so appointed,

- (iv) appoint another person(s) as an additional or replacement Receiver(s), and
- (v) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986, and
- (b) following notice to the relevant Chargor, appoint one or more persons to be an administrator of that Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986

15.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 15.1 (*Appointment and removal*) shall be

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver,
- (b) the agent of each Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent, and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925)

15.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets

16 POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Assets (and any assets of any Chargor which, when got in, would be Charged Assets) in respect of which he was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of any Chargor or in his own name and, in each case, at the cost of that Chargor)

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act,
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),

- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which any Chargor itself could do or omit to do, and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of any Chargor) which seem to the Receiver to be incidental or conducive to
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him,
 - (ii) the exercise of the Collateral Rights (including realisation of all or any part of the assets in respect of which that Receiver was appointed), or
 - (iii) bringing to his hands any assets of any Chargor forming part of, or which when got in would be, Charged Assets

17 APPLICATION OF PROCEEDS

All monies received or recovered and any non-cash recoveries made or received by the Security Agent or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment or other discharge of the costs, charges and expenses incurred and payments made by the Receiver, the payment or other discharge of his remuneration and of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Agent (notwithstanding any purported appropriation by any Chargor) in accordance with the terms of the Senior Facilities Agreement

18 PROTECTION OF PURCHASERS

18.1 Consideration

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Security Agent or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit

18.2 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned to inquire whether that power has been properly or regularly exercised by the Security Agent or such Receiver in such dealings

19 POWER OF ATTORNEY

19 1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents (including, without limitation, a Supplemental Mortgage over any Real Property not already the subject of a negotiable legal mortgage pursuant to Clause 4 1 (*Mortgage of Real Property*)) and do all things which the attorney may consider to be required or desirable for

- (a) carrying out any obligation imposed on any Chargor by this Debenture or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets) if the relevant Chargor has failed to perform its obligations under this Debenture or any other agreement binding on such Chargor to which the Security Agent is a party and such failure has not been remedied to the satisfaction of the Security Agent within 10 Business Days of the Security Agent requiring it to be remedied, and
- (b) enabling the Security Agent and any Receiver to exercise (subject to Clause 8 5 (*Waiver of voting rights by Security Agent*)), or delegate the exercise of, any of the Collateral Rights (including after the occurrence of a Declared Default, the exercise of any right of a legal or beneficial owner of the Charged Assets) if the relevant Chargor has failed to perform its obligations under this Debenture or any other agreement binding on such Chargor to which the Security Agent is a party and such failure has not been remedied to the satisfaction of the Security Agent within 10 Business Days of the Security Agent requiring it to be remedied

19 2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

20 EFFECTIVENESS OF SECURITY

20 1 Continuing security

- (a) The Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent in writing
- (b) No part of the Security from time to time intended to be created by this Debenture will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

20.2 Cumulative rights

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall be cumulative, in addition to and independent of every other Security which the Security Agent or any other Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent Security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Assets shall merge into the Security created by this Debenture.

20.3 No prejudice

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security or any Collateral Right.

20.4 Remedies and waivers

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any Collateral Right, shall operate as a waiver of that Collateral Right or constitute an election to affirm this Debenture. No election to affirm this Debenture on the part of the Security Agent shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right.

20.5 No liability

None of the Security Agent, its nominee(s) or any Receiver shall be liable

- (a) to account as a mortgagee or mortgagee in possession, or
- (b) for any loss arising by reason of taking any action permitted by this Debenture or any neglect or default in connection with the Charged Assets or taking possession of or realising all or any part of the Charged Assets,

except in the case of gross negligence or wilful default upon its part.

20.6 Partial invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant

to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security

20 7 Waiver of defences

The obligations assumed, and the Security created, by each Chargor under this Debenture, and the Collateral Rights, will not be affected by any act, omission, matter or thing which, but for this Clause 20 7, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture (whether or not known to that Chargor or any Secured Party) including

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person,
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person,
- (e) any amendment, novation, supplement, extension, restatement (in each case, however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or Security or of the Secured Obligations including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or Security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Obligations, and
- (g) any insolvency or similar proceedings

20 8 Chargor intent

Without prejudice to the generality of Clause 20 7 (*Waiver of Defences*), each Chargor expressly confirms that it intends that the Security created under this Debenture, and the Collateral Rights, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following business acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other

indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing

20 9 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from that Chargor under this Debenture or enforcing the Security created by this Debenture. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

20 10 Deferral of rights

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture

- (a) to be indemnified by an Obligor or in respect of any other person,
- (b) to claim any contribution from any guarantor or any other person in respect of any Obligor's obligations under the Finance Documents,
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party,
- (d) to bring legal or other proceedings for an order requiring any Obligor or other person to make any payment, or perform any obligation, in respect of which any Obligor or other person has given a guarantee, undertaking or indemnity under any Finance Document,
- (e) to exercise any right of set-off against any Obligor or other person, and/or
- (f) to claim or prove as a creditor of any Obligor or other person in competition with any Secured Party

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 17 (*Application of Proceeds*)

20 11 Additional Security

The Security created by each Chargor under this Debenture and the Collateral Rights are in addition to and are not in any way prejudiced by any other guarantee or Security now or subsequently held by any Secured Party

21 PRIOR SECURITY INTERESTS

21 1 Redemption or transfer

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by the Security Agent or any Receiver of any power of sale or right of appropriation or application under this Debenture, the Security Agent may redeem such prior Security or procure the transfer thereof to itself

21 2 Accounts

The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on each Chargor

21 3 Costs of redemption or transfer

All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by each Chargor to the Security Agent on demand together with accrued interest thereon calculated in accordance with Clause 2 2 (*Default interest*)

22 SUBSEQUENT SECURITY INTERESTS

If the Security Agent (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all or any part of the Charged Assets which is prohibited by the terms of any Finance Document, all payments thereafter made by or on behalf of the relevant Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by that Chargor) be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received

23 SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Security Agent under this Debenture (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with any bank, building society, financial institution or other person which the Security Agent considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to

withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above

24 RELEASE OF SECURITY

24 1 Release of Security

Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of each Chargor, release and cancel the Security created by this Debenture and procure the reassignment to the relevant Chargor of the property and assets assigned to the Security Agent pursuant to this Debenture, in each case subject to Clause 24 2 (*Clawback*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees

24 2 Clawback

If the Security Agent considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Debenture and the Security created by this Debenture will continue and such amount will not be considered to have been irrevocably paid or credited

25 SET-OFF

Each Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), after a Declared Default to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Agent to any Chargor and apply any credit balance to which that Chargor is entitled on any account with the Security Agent in accordance with Clause 17 (*Application of Proceeds*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account)

26 ASSIGNMENT

26 1 No assignments or transfers by Chargor

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Debenture

26 2 Assignments by the Security Agent

The Security Agent may assign all or any of its rights under this Debenture. The Security Agent shall be entitled to disclose such information concerning any Chargor and this Debenture as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law

26 3 Successors

This Debenture shall remain in effect despite any amalgamation or merger (however effected) relating to the Security Agent. References to the Security Agent shall

include (i) any assignee or successor in title of the Security Agent, (ii) any entity into which the Security Agent is merged or converted or with which it may be consolidated, (iii) any legal entity resulting from any merger, conversion or consolidation to which such Security Agent is a party and (iv) any other person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Security Agent under this Debenture or to which, under such laws, those rights and obligations have been transferred (such person described in (i) to (iv) being a successor to the Security Agent for all purposes under the Finance Documents)

27 NOTICES

Each communication to be made under or in connection with this Debenture shall be made in accordance with clause 37 (*Notices*) of the Senior Facilities Agreement

28 DISCRETION AND DELEGATION

28 1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Agent or any Receiver may, subject to the terms and conditions of the Senior Facilities Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

28 2 Delegation

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself

29 GOVERNING LAW

This Debenture and all non-contractual obligations arising out of or in connection with it are governed by English law

30 JURISDICTION

30 1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Debenture)

30.2 Convenient forum

Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that no Chargor will argue to the contrary

30.3 Exclusive jurisdiction

Notwithstanding Clause 30.1 (*English Courts*), the Security Agent may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions

THIS DEBENTURE has been signed by the Security Agent and executed as a deed by each Chargor and is delivered by them as a deed on the date stated at the beginning of this Debenture

SCHEDULE 1 **THE CHARGORS**

Name and Company Number of Chargor	Jurisdiction	Address, fax number and name of relevant department or officer to receive notice
UKSV Holdings Company Ltd , registration number 07393872	England and Wales	Address Anfield Road, Liverpool, Merseyside L4 0TH Fax Number +44 (0) 151 263 9792 Attention Andrew Hughes
The Liverpool Football Club and Athletic Grounds Limited, registration number 00035668	England and Wales	Address Anfield Road, Liverpool, Merseyside L4 0TH Fax Number +44 (0) 151 263 9792 Attention Andrew Hughes
Anfield Arena Limited, registration number 06343315	England and Wales	Address Anfield Road, Liverpool, Merseyside L4 0TH Fax Number +44 (0) 151 263 9792 Attention Andrew Hughes
LiverpoolFC TV Limited, registration number 04029705	England and Wales	Address Anfield Road, Liverpool, Merseyside L4 0TH Fax Number +44 (0) 151 263 9792 Attention Andrew Hughes
Liverpool Ladies Football Club Limited, registration number 08184466	England and Wales	Address Anfield Road, Liverpool, Merseyside L4 0TH Fax Number +44 (0) 151 263 9792 Attention Andrew Hughes

SCHEDULE 2
PART 1 - MORTGAGED 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
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

Chargor	Freehold/leasehold	Description	Title number
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
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

Chargor	Freehold/leasehold	Description	Title number
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	Freehold	21 Alroy Road	MS315679
The Liverpool Football Club and Athletic Grounds Limited	Freehold	20 Lothair Road	MS90288
The Liverpool Football Club and Athletic Grounds Limited	Freehold	5 Alroy Road	LA352563
The Liverpool Football Club and Athletic Grounds Limited	Freehold	11 Alroy Road	MS248787
The Liverpool Football Club and Athletic Grounds Limited	Freehold	13 Alroy Road	MS526252

Chargor	Freehold/leasehold	Description	Title number
The Liverpool Football Club and Athletic Grounds Limited	Freehold	15 Alroy Road	MS10951
The Liverpool Football Club and Athletic Grounds Limited	Freehold	17 Alroy Road	LA321611
The Liverpool Football Club and Athletic Grounds Limited	Freehold	19 Alroy Road	MS432801
The Liverpool Football Club and Athletic Grounds Limited	Freehold	23 Alroy Road	MS501180
The Liverpool Football Club and Athletic Grounds Limited	Freehold	25 Alroy Road	LA323941
The Liverpool Football Club and Athletic Grounds Limited	Freehold	156 Anfield Road	MS597330
The Liverpool Football Club and Athletic Grounds Limited	Freehold	6 Lothair Road	MS191184
The Liverpool Football Club and Athletic Grounds Limited	Freehold	8 Lothair Road	MS609265
The Liverpool Football Club and Athletic Grounds Limited	Freehold	12 Lothair Road	LA291341
The Liverpool Football Club and Athletic Grounds Limited	Freehold	18 Lothair Road	LA343677
The Liverpool Football Club and Athletic Grounds Limited	Freehold	28 Lothair Road	MS302888
The Liverpool Football Club and Athletic Grounds Limited	Freehold	55 Rockfield Road	MS348339
The Liverpool Football Club and Athletic Grounds Limited	Freehold	59 Rockfield Road	MS201272

Chargor	Freehold/leasehold	Description	Title number
The Liverpool Football Club and Athletic Grounds Limited	Freehold	80 Rockfield Road	LA268219
The Liverpool Football Club and Athletic Grounds Limited	Freehold	84 Rockfield Road	MS380318
The Liverpool Football Club and Athletic Grounds Limited	Freehold	86 Rockfield Road	MS40622
The Liverpool Football Club and Athletic Grounds Limited	Freehold	88 Rockfield Road	MS250546
The Liverpool Football Club and Athletic Grounds Limited	Freehold	92 Rockfield Road	MS279579
The Liverpool Football Club and Athletic Grounds Limited	Freehold	96 Rockfield Road	LA241102
The Liverpool Football Club and Athletic Grounds Limited	Freehold	3 Alroy Road	LA303870
The Liverpool Football Club and Athletic Grounds Limited	Freehold	7 Alroy Road	LA211574
The Liverpool Football Club and Athletic Grounds Limited	Freehold	9 Alroy Road	MS89142
The Liverpool Football Club and Athletic Grounds Limited	Freehold	27 Alroy Road	MS590526
The Liverpool Football Club and Athletic Grounds Limited	Freehold	146 Anfield Road	LA284845
The Liverpool Football Club and Athletic Grounds Limited	Freehold	148 Anfield Road	MS590340
The Liverpool Football Club and Athletic Grounds Limited	Freehold	2 Lothair Road	MS198000

Chargor	Freehold/leasehold	Description	Title number
The Liverpool Football Club and Athletic Grounds Limited	Freehold	14 Lothair Road	MS86608
The Liverpool Football Club and Athletic Grounds Limited	Freehold	26 Lothair Road	MS590524
The Liverpool Football Club and Athletic Grounds Limited	Freehold	57 Rockfield Road	MS120875
The Liverpool Football Club and Athletic Grounds Limited	Freehold	82 Rockfield Road	LA225503
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	86 Rockfield Road	MS418555
The Liverpool Football Club and Athletic Grounds Limited	Freehold	90 Rockfield Road	MS91327
The Liverpool Football Club and Athletic Grounds Limited	Freehold	1 Alroy Road	LA252193
The Liverpool Football Club and Athletic Grounds Limited	Freehold	4 Lothair Road	MS229070
The Liverpool Football Club and Athletic Grounds Limited	Freehold	61 Rockfield Road	MS231161
The Liverpool Football Club and Athletic Grounds Limited	Freehold	63 Rockfield Road	MS229071
The Liverpool Football Club and Athletic Grounds Limited	Freehold	65 Rockfield Road	MS229072
The Liverpool Football Club and Athletic Grounds Limited	Freehold	150 Anfield Road	LA284453
The Liverpool Football Club and Athletic Grounds Limited	Freehold	152 Anfield Road	MS281688

Chargor	Freehold/leasehold	Description	Title number
The Liverpool Football Club and Athletic Grounds Limited	Freehold	154 Anfield Road	MS19451
The Liverpool Football Club and Athletic Grounds Limited	Freehold	5 Lothair Road	MS118319
The Liverpool Football Club and Athletic Grounds Limited	Freehold	23 Lothair Road	MS620079
The Liverpool Football Club and Athletic Grounds Limited	Freehold	25 Lothair Road	MS526255
The Liverpool Football Club and Athletic Grounds Limited	Freehold	31 Lothair Road	MS40198
The Liverpool Football Club and Athletic Grounds Limited	Freehold	37 Lothair Road	MS11688
The Liverpool Football Club and Athletic Grounds Limited	Freehold	175 Walton Breck Road	MS576224
The Liverpool Football Club and Athletic Grounds Limited	Freehold	158 Anfield Road	MS355210
The Liverpool Football Club and Athletic Grounds Limited	Freehold	160 & 162 Anfield Road	MS40874
The Liverpool Football Club and Athletic Grounds Limited	Freehold	11 Lothair Road	LA267352
The Liverpool Football Club and Athletic Grounds Limited	Freehold	19 Lothair Road	MS133785
The Liverpool Football Club and Athletic Grounds Limited	Freehold	21 Lothair Road	MS442125
The Liverpool Football Club and Athletic Grounds Limited	Freehold	17 Lothair Road	MS624825

Chargor	Freehold/leasehold	Description	Title number
The Liverpool Football Club and Athletic Grounds Limited	Freehold	22-24 Lothair Road	MS624829
The Liverpool Football Club and Athletic Grounds Limited	Freehold	94 Rockfield Road	MS624831
The Liverpool Football Club and Athletic Grounds Limited	Freehold	Land on the north east side of Anfield Road	MS624828

SCHEDULE 2
PART II - EXCLUDED PROPERTY

Chargor	Freehold/leasehold	Description	Title number
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	Currently with Land Registry for registration
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	8th Floor, 20 Chapel Street, Liverpool L3 9AG	Currently with Land Registry for registration
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	9th Floor, 20 Chapel Street, Liverpool L3 9AG	Currently with Land Registry for registration
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	10th Floor, 20 Chapel Street, Liverpool L3 9AG	Currently with Land Registry for registration
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	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
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	Unit 15, Ilac Centre, Dublin	N/A
Liverpool Ladies Football Club Limited	Assured Tenancy Shorthold	82 Ferndale Road, Liverpool L15 3JZ	N/A
Liverpool Ladies Football Club Limited	Assured Tenancy Shorthold	1 Cobblestone Corner, Liverpool L19 9ES	N/A

Chargor	Freehold/leasehold	Description	Title number
Liverpool Ladies Football Club Limited	Assured Tenancy Shorthold	8 Abbeygate Apartments, Liverpool L15 8HB	N/A
Liverpool Ladies Football Club Limited	Assured Tenancy Shorthold	70 Ramiles Road, Liverpool L18 1EF	N/A

SCHEDULE 3 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)

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 – Control Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection Account – Player Liquidity
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection Account – Player Sterling
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]	16-16-22	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	Collection account – Soccer School
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Dublin Store bank account
UKSV Holdings Company Ltd	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection Account – UKSV Holdings Company Ltd Business Account
Liverpool Ladies Football Club Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection account – LFC Ladies

**SCHEDULE 4
SHARES AND INVESTMENTS**

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)	34,825 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
The Liverpool Football Club and Athletic Grounds Limited	L F C Services Limited (Company number 03250077)	1000 ordinary shares	n/a

Chargor	Group Member	Number and class of shares	Details of nominees holding legal title
Grounds Limited	03215507)		
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
The Liverpool Football Club and Athletic Grounds Limited	Liverpool Ladies Football Club Limited (Company Number 8184466	100 ordinary shares	n/a

INVESTMENTS

<u>Name of Issuer/Obligor</u>	<u>Description of Investment</u>	<u>Document Evidencing or Indicating Title</u>
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SCHEDULE 5
SPECIFIC CONTRACTS

Contract Details

The FX trade confirmation dated 15 April 2015 made between The Royal Bank of Scotland plc, London Branch as bank and The Liverpool Football Club and Athletic Grounds Limited as counterparty

SCHEDULE 6
INTELLECTUAL PROPERTY

THE LIVERPOOL FOOTBALL CLUB AND ATHLETIC GROUNDS LIMITED - TRADE MARK PORTFOLIO

COUNTRY	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	2903716	26-Mar-2009	2345238	09-Feb-2010	Registered	09-Feb-2020	09

COUNTRY	MARK	APP NO	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
Argentina	CLUB CREST 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
Australia	L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	04-Jul-2011	Registered		03, 06, 09, 14, 16, 18, 21, 25, 28, 41, 43
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, 41, 43
Brazil	CENTENARY Logo	819700274	18-Dec-1996	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	830499784	25-Jan-2010			Published		25

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
	Device (2)							
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)	& 830499806	25-Jan-2010	830499806	04-Dec-2012	Registered	04-Dec-2022	09
Brazil	L F C LIVER BIRD Device (2)	& 907646352	05-May-2014			Published		03
Brazil	L F C LIVER BIRD Device (2)	& 907646514	05-May-2014			Published		14
Brazil	L F C LIVER BIRD Device (2)	& 907646590	05-May-2014			Published		16
Brazil	L F C LIVER BIRD Device (2)	& 907646654	05-May-2014			Published		21
Brazil	L F C LIVER BIRD Device (2)	& 907646760	05-May-2014			Published		41
Brazil	L F C LIVER BIRD Device (2)	& 907647049	05-May-2014			Published		43

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
	Device (2)							
Brazil	LIVERPOOL FOOTBALL CLUB CREST	829942416	21-Aug-2008	829942416	03-Nov-2010	Registered	03-Nov-2020	25
Brazil	LIVERPOOL FOOTBALL CLUB CREST	830216359	25-Mar-2009	830216359	06-Sep-2011	Registered	06-Sep-2021	28
Brazil	LIVERPOOL FOOTBALL CLUB CREST	830216367	25-Mar-2009	830216367	06-Sep-2011	Registered	06-Sep-2021	18
Brazil	LIVERPOOL FOOTBALL CLUB CREST	830216383	25-Mar-2009	830216383	06-Sep-2011	Registered	06-Sep-2021	06
Brazil	LIVERPOOL FOOTBALL CLUB CREST	907633943	30-Apr-2014			Published		41
Brazil	LIVERPOOL FOOTBALL CLUB CREST	907634214	30-Apr-2014			Published		43
Canada	CENTENARY Logo	0820640	14-Aug-1996	TMA553876	15-Nov-2001	Registered	15-Nov-2016	18, 25, 28
Canada	L F C & LIVER BIRD	1488977	16-Jul-2010	TMA841796	30-Jan-2013	Registered	30-Jan-2028	06, 09, 14, 16, 18, 21, 24, 25,

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
	Device (2)							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-Jul-2010	Registered	19-Jul-2020	03, 06, 09, 14, 16, 18, 21, 25, 28, 36, 41, 43
China	L F C & LIVER BIRD Device (2)	14378237	15-Apr-2014			Pending		03
China	LIVERPOOL FOOTBALL CLUB CREST	860802	14-Apr-2005	860802	14-Apr-2005	Registered		18, 25
China	LIVERPOOL FOOTBALL CLUB CREST	6349660	30-Oct-2007	6349660	21-Aug-2010	Registered	20-Aug-2020	25
China	LIVERPOOL FOOTBALL CLUB CREST	842098	16-Dec-2008	842098	16-Dec-2008	Registered		36

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
China	LIVERPOOL FOOTBALL CLUB CREST	1008762	12-Mar-2009	1008762	12-Mar-2009	Registered		06, 09, 16, 21, 28, 41, 43
China	LIVERPOOL FOOTBALL CLUB CREST	13580630	21-Nov-2013			Pending		03
Croatia	LIVERPOOL FOOTBALL CLUB CREST	1008762	11-May-2010	1008762		Registered		24, 25, 28
Egypt	L F C & LIVER BIRD Device (2)	1062722	29-May-2014			Pending		03, 06, 09, 14, 16, 18, 21, 24, 25, 26, 27, 28, 41, 43
Egypt	LIVERPOOL FOOTBALL CLUB CREST	1008762	29-May-2014			Pending		41, 43
European Union	96 & FLAME Device	010507879	19-Dec-2011	010507879	02-May-2012	Registered	19-Dec-2021	25
European Union	ALL RED Logo					Issued	12-Jun-2019	
European Union	FOOTBALL STADIUM Design					Issued	17-Jun-2018	

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
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	LFC FONT					Issued	15-Dec-2019	
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

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
European Union	LIVERPOOL FOOTBALL CLUB CREST	003524279	31-Oct-2003	003524279	15-Mar-2005	Registered	31-Oct-2023	03, 30, 36
European Union	MIGHTY RED CHARACTER Design					Issued	17-Jul-2017	
European Union	THE BOOT ROOM Design					Issued	27-Aug-2020	
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
Hong Kong	L F C & LIVER BIRD Device (2)	302982042	30-Apr-2014	302982042	06-Feb-2015	Registered	29-Apr-2024	03, 14, 41, 43
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	302982033	30-Apr-2014	302982033	05-Mar-2015	Registered	29-Apr-2024	41, 43
Hong Kong	LIVERPOOL FOOTBALL CLUB CREST (series of 2)	300403073	14-Apr-2005	300403073	29-Aug-2005	Registered	13-Apr-2025	25

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
India	L F C & LIVER BIRD Device (2)	1914983	29-Jan-2010			Published		06, 09, 16, 18, 25, 28, 36
India	L F C & LIVER BIRD Device (2)	1232280	06-Aug-2014			Pending		03, 14, 21, 41, 43
India	LIVERPOOL FOOTBALL CLUB CREST	1706954	04-Jul-2008			Published		25
India	LIVERPOOL FOOTBALL CLUB CREST	1801469	30-Mar-2009			Published		06, 09, 16, 18, 28
India	LIVERPOOL FOOTBALL CLUB CREST		06-Aug-2014			Pending		41, 43
Indonesia	L F C & LIVER BIRD Device (2)	D002010005020	09-Feb-2010	IDM000312854	12-Jul-2011	Registered	09-Feb-2020	09, 18
Indonesia	L F C & LIVER BIRD Device (2)	D002010005022	09-Feb-2010	IDM000313738	22-Jul-2011	Registered	09-Feb-2020	25, 28
Indonesia	L F C & LIVER BIRD Device (2)	D002010005024	09-Feb-2010	IDM000317465	19-Aug-2011	Registered	09-Feb-2020	36

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
Indonesia	L F C LIVER BIRD Device (2)	& D002014025694	06-Jun-2014			Pending		03
Indonesia	L F C LIVER BIRD Device (2)	& D002014025696	06-Jun-2014			Pending		21
Indonesia	L F C LIVER BIRD Device (2)	& D002014025702	06-Jun-2014			Pending		16
Indonesia	L F C LIVER BIRD Device (2)	& D002014025704	06-Jun-2014			Pending		14
Indonesia	L F C LIVER BIRD Device (2)	& J002014025697	06-Jun-2014			Pending		41
Indonesia	L F C LIVER BIRD Device (2)	& J002014025700	06-Jun-2014			Pending		43
Indonesia	LIVERPOOL FOOTBALL CLUB CREST	D00200301910	27-Jan-2003	IDM000391217	12-Jan-2004	Registered	27-Jan-2023	25
Indonesia	LIVERPOOL FOOTBALL CLUB CREST	D002009011236	03-Apr-2009	IDM000276703	21-Oct-2010	Registered	03-Apr-2019	09

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
Indonesia	LIVERPOOL FOOTBALL CLUB CREST	D002009011239	03-Apr-2009	IDM000281077	23-Nov-2010	Registered	03-Apr-2019	18
Indonesia	LIVERPOOL FOOTBALL CLUB CREST	D002009011240	03-Apr-2009	IDM000274030	04-Oct-2010	Registered	03-Apr-2019	28
Indonesia	LIVERPOOL FOOTBALL CLUB CREST	J002014025706	06-Jun-2014			Pending		41
Indonesia	LIVERPOOL FOOTBALL CLUB CREST	J002014025708	06-Jun-2014			Pending		43
International Bureau (WIPO)	L F C & LIVER BIRD Device (2)			1232280	06-Aug-2014	Registered		03, 14, 21, 41, 43
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-2024	18, 25, 36

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
International Bureau (WIPO)	LIVERPOOL FOOTBALL CLUB CREST	860802	14-Apr-2005	860802	14-Apr-2005	Registered	14-Apr-2025	18, 25
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	1231215	06-Aug-2014	1231215	06-Aug-2014	Registered	06-Aug-2024	41, 43
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)	226601	21-Jan-2010	226601	06-Mar-2011	Registered	21-Jan-2020	18
Israel	L F C & LIVER BIRD	226603	21-Jan-2010	226603	06-Mar-2011	Registered	21-Jan-2020	09

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
Israel	Device (2) 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	219523	17-Mar-2009	219523	05-Dec-2010	Registered	17-Mar-2019	25
Israel	LIVERPOOL FOOTBALL CLUB CREST	219525	17-Mar-2009	219525	05-Dec-2010	Registered	17-Mar-2019	18
Japan	L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	13-Jan-2012	Registered		03, 06, 14, 16, 18, 21, 25, 28, 36, 41, 43
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, 41, 43
Malaysia	L F C & LIVER BIRD	201001567	27-Jan-2010	201001567	29-Jul-2011	Registered	27-Jan-2020	06

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
	Device (2)							
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)	& 201001569	27-Jan-2010	2010001569	18-Nov-2011	Registered	27-Jan-2020	36
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)	& 201001571	27-Jan-2010			Pending	27-Jan-2020	25
Malaysia	L F C LIVER BIRD Device (2)	& 201001572	27-Jan-2010			Pending	27-Jan-2020	21
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)	& 2014056304	30-Apr-2014			Pending		03
Malaysia	L F C LIVER BIRD Device (2)	& 2014056305	30-Apr-2014			Pending		14

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
	Device (2)							
Malaysia	L F C & BIRD LIVER BIRD Device (2)	2014056307	30-Apr-2014			Pending		16
Malaysia	L F C & BIRD LIVER BIRD Device (2)	2014056309	30-Apr-2014			Pending		41
Malaysia	L F C & BIRD LIVER BIRD Device (2)	2014056311	30-Apr-2014			Pending		43
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	96010143	28-Aug-1996	96010143	28-Aug-1996	Registered	28-Aug-2023	28
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	96010144	28-Aug-1996	96010144	15-Jun-2009	Registered	28-Aug-2023	25
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	96010145	28-Aug-1996	96010145	10-Apr-2008	Registered	28-Aug-2023	18
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	2009004224	17-Mar-2009	2009004224	07-Jan-2011	Registered	17-Mar-2019	21
Malaysia	LIVERPOOL FOOTBALL	200904222	17-Mar-2009			Pending	17-Mar-2019	06

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
Malaysia	CLUB CREST LIVERPOOL FOOTBALL CLUB CREST	200904223	17-Mar-2009	200904223	27-Jan-2011	Registered	17-Mar-2019	09
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	2014056313	30-Apr-2014			Pending		43
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	2014056314	30-Apr-2014			Pending		41
Mexico	L F C & LIVER BIRD Device (2)	1061815	21-Jan-2010	1151038	29-Mar-2010	Registered	21-Jan-2020	18
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	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	1062722	29-May-2014			Pending		03, 14, 16, 21,

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
	Device (2)							41, 43
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
Mexico	LIVERPOOL FOOTBALL CLUB CREST		12-Mar-2009			Pending		41, 43
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)	FTM20102102	12-Feb-2010	88835	08-Jun-2011	Registered	12-Feb-2017	25
Nigeria	LIVERPOOL FOOTBALL CLUB CREST	FTM20095031	09-Apr-2009			Pending		28
Norway	L F C & LIVER BIRD		12-Nov-1998	194195	12-Nov-1998	Registered	12-Nov-2018	09, 16, 18, 25,

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
	Device							28
Norway	L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	26-Aug-2011	Registered		03, 06, 14, 21, 24, 36, 41, 43
Norway	LIVERPOOL FOOTBALL CLUB CREST	200211928	11-Dec-2002	221259	16-Oct-2003	Registered	16-Oct-2023	09, 25, 41
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, 41, 43
Republic Korea	of L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	19-Jul-2010	Registered	19-Jul-2020	03, 06, 09, 14, 16, 18, 21, 25, 28, 36, 41, 43
Republic Korea	of LIVERPOOL FOOTBALL CLUB CREST	860802	14-Apr-2005	860802	14-Apr-2005	Registered		18, 25
Republic Korea	of LIVERPOOL FOOTBALL CLUB CREST	1008762	12-Mar-2009	1008762	12-Mar-2009	Registered		06, 09, 21, 28, 41, 43
Russian	L F C & LIVER BIRD	1062722	29-May-2014			Pending		03, 06, 09, 14, 16, 18, 21, 25,

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	STATUS	RENEWAL	CLASSES
Federation	Device (2)						28, 41, 43
Russian Federation	LIVERPOOL FOOTBALL CLUB CREST		12-Mar-2009		Pending		41, 43
Singapore	CENTENARY Logo	T9605842E	10-Jun-1996	T9605842E	Registered	10-Jun-2016	25
Singapore	L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	Registered		03, 06, 09, 14, 16, 18, 21, 25, 28, 36, 41, 43
Singapore	LIVERPOOL FOOTBALL CLUB CREST	860802	14-Apr-2005	860802	Registered		18, 25
Singapore	LIVERPOOL FOOTBALL CLUB CREST	1008762	12-Mar-2009	1008762	Registered		06, 09, 16, 21, 28, 41, 43
South Africa	L F C & LIVER BIRD Device (2)	201001681	28-Jan-2010	201001681	Registered	28-Jan-2020	06
South Africa	L F C & LIVER BIRD Device (2)	201001682	28-Jan-2010	201001682	Registered	28-Jan-2020	09
South Africa	L F C & LIVER BIRD	2010016821	28-Jan-2010	2010016821	Registered	28-Jan-2020	18

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
	Device (2)							
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	L F C LIVER BIRD Device (2)	& 201411023	30-Apr-2014			Pending		03
South Africa	L F C LIVER BIRD Device (2)	& 201411024	30-Apr-2014			Pending		14
South Africa	L F C LIVER BIRD Device (2)	& 201411025	30-Apr-2014			Pending		16
South Africa	L F C LIVER BIRD Device (2)	& 201411026	30-Apr-2014			Pending		21
South Africa	L F C LIVER BIRD	& 201411027	30-Apr-2014			Pending		41

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
	Device (2)							
South Africa	L F C & LIVER BIRD Device (2)	201411028	30-Apr-2014			Pending		43
South Africa	LIVERPOOL FOOTBALL CLUB CREST	200507685	19-Apr-2005	200507685	11-Dec-2009	Registered	19-Apr-2025	25
South Africa	LIVERPOOL FOOTBALL CLUB CREST	200904099	09-Mar-2009	200904099	13-Sep-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
South Africa	LIVERPOOL FOOTBALL	201411021	30-Apr-2014			Pending		41

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
South Africa	CLUB CREST							
	LIVERPOOL FOOTBALL CLUB CREST	201411022	30-Apr-2014			Pending		43
Switzerland	L F C & LIVER BIRD Device	041961996	07-Jun-1996	442812	20-Jun-1997	Registered	07-Jun-2016	09, 16, 18, 25, 28
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

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
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
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

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
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	L F C LIVER BIRD Device (2)	& 938715	29-May-2014			Pending		03
Thailand	L F C LIVER BIRD Device (2)	& 938716	29-May-2014			Pending		14
Thailand	L F C LIVER BIRD Device (2)	& 938717	29-May-2014			Pending		41
Thailand	L F C LIVER BIRD Device (2)	& 938718	29-May-2014			Pending		43
Thailand	LIVERPOOL FOOTBALL CLUB CREST		14-Jun-2005	Kor238220	14-Jun-2005	Registered	13-Jun-2025	18
Thailand	LIVERPOOL FOOTBALL CLUB CREST		14-Jun-2005	Kor238221	14-Jun-2005	Registered	13-Jun-2025	25

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
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
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
Thailand	LIVERPOOL FOOTBALL CLUB CREST	938713	29-May-2014			Pending		41
Thailand	LIVERPOOL FOOTBALL CLUB CREST	938714	29-May-2014			Pending		43

COUNTRY	MARK	APP NO	APP DATE	REG NO	REG DATE	STATUS	RENEWAL	CLASSES
Turkey	L F C & LIVER BIRD Device (2)	1062722	19-Jul-2010	1062722	19-Jul-2010	Registered		03, 06, 09, 14, 16, 18, 21, 25, 28, 41, 43
Turkey	LIVERPOOL FOOTBALL CLUB CREST	1008762	12-Mar-2009	1008762	12-Mar-2009	Registered		06, 09, 18, 25, 28, 41, 43
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)	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)	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	L F C & LIVER BIRD Device (2)	213862	30-Jun-2014			Published		03

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
United Arab Emirates	L F C & BIRD LIVER BIRD Device (2)	213864	30-Jun-2014			Published		14
United Arab Emirates	L F C & BIRD LIVER BIRD Device (2)	213865	30-Jun-2014			Published		41
United Arab Emirates	L F C & BIRD LIVER BIRD Device (2)	213866	30-Jun-2014			Published		43
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
United Arab Emirates	LIVERPOOL FOOTBALL CLUB CREST	127045	16-Mar-2009	127045	15-Apr-2013	Registered	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 Arab Emirates	LIVERPOOL FOOTBALL CLUB CREST	213869	30-Jun-2014			Published		41

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
United Arab Emirates	LIVERPOOL FOOTBALL CLUB CREST	213871	30-Jun-2014			Published		43
United Kingdom	ANFIELD	2027752	20-Jul-1995	2027752	26-Jul-1996	Registered	20-Jul-2025	24, 25, 38, 41
United Kingdom	ANFIELD	2251416	04-Nov-2000	2251416	20-Apr-2001	Registered	04-Nov-2020	09, 28
United Kingdom	ARBOUR'S POINT	2520059	02-Jul-2009	2520059	16-Oct-2009	Registered	02-Jul-2019	33
United Kingdom	BROUGHTON SIGNATURE	2520205	02-Jul-2009	2520205	23-Oct-2009	Registered	02-Jul-2019	33
United Kingdom	CHAMPIONS OF EUROPE & Device					Issued	07-Jun-2020	
United Kingdom	J & S THE VINES	2520058	02-Jul-2009	2520058	16-Oct-2009	Registered	02-Jul-2019	33
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

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
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-2025	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	LFC TV & Device					Issued	16-Aug-2017	
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 2)	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
United	LIVERPOOL FOOTBALL	2502015	10-Nov-2008	2502015	27-Feb-2009	Registered	10-Nov-2018	25

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
Kingdom	CLUB SHIELD							
United Kingdom	LIVERPOOLFC TV & Device					Issued	16-Aug-2017	
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-2025	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-2025	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)	01062722	19-Jul-2010	1062722	10-Jul-2012	Registered		06, 09, 14, 16, 18, 21, 24, 25, 28

COUNTRY	MARK	APP NO.	APP DATE	REG NO.	REG DATE	STATUS	RENEWAL	CLASSES
United States of America	L F C & LIVER BIRD Device (2)	01062722	19-Jul-2010	1062722	05-Mar-2013	Registered		36
United States of America	L F C & LIVER BIRD Device (2)	01062722	29-May-2014			Pending		03, 41, 43
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	01008762	12-Mar-2009	1008762	26-Oct-2010	Registered		06, 09, 14, 16, 21, 24, 28
United States of America	LIVERPOOL FOOTBALL CLUB CREST	01008762	29-May-2014			Pending		41, 43
Vietnam	L F C & LIVER BIRD Device (2)	1062722	29-May-2014			Pending		03, 06, 09, 14, 16, 18, 21, 25, 28, 41, 43
Vietnam	LIVERPOOL FOOTBALL CLUB CREST		12-Mar-2009			Pending		41, 43

**SCHEDULE 7
INSURANCE POLICIES**

Insurer	Policy Name	Policy Number
AIG Europe Ltd	Management Liability (Trustees Insurance for the Foundation)	H51507404
Zurich Insurance plc	Stadium All Risks of Physical Loss or Damage including Terrorism	H51508680
Aviva UK	Employee and Third Party Fraud (Crime)	H51507330
International Insurance Company of Hannover	Group Personnel Accident and Business Travel	H51507332
Zurich Insurance plc	Motor Fleet	H51507331
Zurich Insurance plc	Construction All Risk	H51408716 (RTT277058)
Zurich Insurance plc	Construction Insurance (excess public liability)	H51507478

SCHEDULE 8
FORM OF NOTICE OF SECURITY TO ACCOUNT BANK

To [Account Bank/other financial institution]

Date [•]

Dear Sirs

We give you notice that, by a Debenture dated [•] (the "**Debenture**"), we have charged by way of fixed charge to The Royal Bank of Scotland plc (the "**Security Agent**") as trustee for the Secured Parties all of our right, title and interest in and to the account[s] listed below maintained with your [bank/building society/financial institution] (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby

Account Name[s] [•]

Sort Code[s] [•]

Account No[s] [•]

[repeat list as necessary]

We irrevocably instruct and authorise you to disclose to the Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to [the]/[any] account[s] maintained with you from time to time as the Security Agent may request you to disclose to it

[Insert the following if notifying a charge over (operating) Accounts]

We further instruct and authorise you to act only in accordance with the Security Agent's instructions following receipt by you of a notice of the occurrence of a Declared Default issued by the Security Agent. Until such notice is received by you, we are authorised by the Security Agent to receive, withdraw or otherwise transfer any credit balance from time to time on any Account

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [•] marked for the attention of [•]

Yours faithfully,

for and on behalf of
[CHARGOR(S)]

**Form of Acknowledgement of Notice of
Security by Account Bank**

To The Royal Bank of Scotland plc (the "Security Agent")

Date

Dear Sirs

We confirm receipt from [Enter Chargor Name] (the "**Chargor**") of a notice dated [•] of a fixed charge upon the terms of a Debenture dated [•] (the "**Debenture**") of all the Chargor's right, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following account[s] which [is/are] maintained with us and the debt or debts represented thereby

[List relevant accounts here]

(the "**Account[s]**")

We confirm that the balance standing to the Account[s] at today's date is [•], no fees or periodic charges are payable in respect of the Account[s] and there are no restrictions on (a) the payment of the credit balance on the Account[s] [(except, in the case of a time deposit, the expiry of the relevant period)] or (b) the creation of Security over the Account[s] in favour of the Security Agent or any third party

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts and security in respect of any Account[s] and similar rights (however described) which we may have now or in the future in respect of [each of] the Account[s] or the balance thereon to the extent that such rights relate to amounts owed to us by the Chargor

We confirm that we have not received notice of the interest of any third party in [any of] the Account[s] and will not, without the Security Agent's prior written consent, amend or vary any rights attaching to the Account[s]

We will act only in accordance with the instructions given by persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the Account[s] to the Security Agent

This letter and all non-contractual obligations arising out of or in connection with it are to be governed by and will be construed in accordance with English law

Yours faithfully,

for and on behalf of
[Account Bank/other financial institution]

cc [Enter Chargor Name]

SCHEDULE 9
FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT

To [•]

Date [•]

Dear Sirs

We give you notice that, by a Debenture dated [•] (the "**Debenture**"), we have assigned to The Royal Bank of Scotland plc (the "**Security Agent**") as trustee for the Secured Parties all our right, title and interest in and to *[details of contract]* (the "**Contract**") including all monies which may be payable in respect of the Contract

With effect from your receipt of this notice

- 1 all payments by you to us under or arising from the Contract (the "**Payments**") shall be made to the Security Agent or to its order as it may specify in writing from time to time *[include details of the account into which sums are to be paid This should be an Account secured under the terms of the Debenture]*,
- 2 all remedies provided for in the Contract or available at law or in equity shall be exercisable by the Security Agent,
- 3 all rights to compel performance of the Contract shall be exercisable by the Security Agent although we shall remain solely liable to perform all the obligations assumed by us under or in connection with the Contract,
- 4 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract shall belong to the Security Agent and no changes may be made to the terms of the Contract nor may the Contract be terminated without the Security Agent's consent, and
- 5 you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Agent as well as to us

These instructions may not be revoked, nor may the terms of the Contract be amended, varied, waived or terminated without the prior written consent of the Security Agent

This letter and all non-contractual obligations arising out of or in conjunction with it are governed by and will be construed in accordance with the laws of England and Wales

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [•] marked for the attention of [•]

Yours faithfully,

for and on behalf of
[Enter Chargor Name]

We confirm our agreement to the terms of this notice and instruct you, with effect from the date of your receipt of this notice, that

- (a) the Payments shall be made to **[Enter Chargor Name]**, and
- (b) all remedies provided for in the Contract (or otherwise available) and all rights to compel performance of the Contract shall be exercisable by **[Enter Chargor Name]**,

in each case until you receive written notification from us to the contrary.

For and on behalf of the
THE ROYAL BANK OF SCOTLAND PLC

**Form of Acknowledgement of
Assignment of Specific Contract**

To The Royal Bank of Scotland plc as trustee for the Secured Parties (the "Security Agent")

Date

Dear Sirs

We acknowledge receipt of a notice dated [•] in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Contract and that we will comply with the terms of that notice

We further confirm that

- (a) we have not claimed or exercised and have no outstanding right to claim or exercise any right of set-off, counterclaim or other right relating to any payments by us to the Chargor under or arising from the Contract,
- (b) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Security Agent,
- (c) no termination of such rights, interests or benefits shall be effective unless we have given the Security Agent thirty days written notice of the proposed termination, specifying the action necessary to avoid such termination, and
- (d) no breach or default on the part of the Chargor of any of the terms of the Contract shall be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach

We acknowledge receipt of instructions from you in connection with the assignment of the Contract and confirm that we shall act in accordance with them until we receive written notification from you to the contrary

Yours faithfully,

for and on behalf of

[•]

cc [Enter Chargor Name]

SCHEDULE 10
FORM OF NOTICE OF ASSIGNMENT OF INSURANCE POLICY

To *[Insert name of Insurer]*

Date

Dear Sirs

We give you notice that, by a Debenture dated [**•**] (the "**Debenture**"), we have assigned to The Royal Bank of Scotland plc (the "**Security Agent**") as trustee for the Secured Parties all our right, title and interest in and to the proceeds of *[insert details of relevant insurance policy]* (the "**Policy of Insurance**")

With effect from your receipt of this notice we instruct and authorise you to

- 1 make all payments and claims under or arising from the Policy of Insurance to the Security Agent *[insert relevant account number and sort code which should be for an account secured under the Debenture]* or to its order as it may specify in writing from time to time,
- 2 note the interest of the Security Agent on the Policy of Insurance, and
- 3 disclose to the Security Agent, without further approval from us, such information regarding the Policy of Insurance as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Policy of Insurance

We will remain liable to perform all our obligations under the Policy of Insurance and the Security Agent is under no obligation of any kind whatsoever under the Policy of Insurance nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy of Insurance

With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Policy of Insurance (including all rights to compel performance) belong to and are exercisable by the Security Agent

This letter and all non-contractual obligations arising out of or in conjunction with it are governed by and will be construed in accordance with the laws of England and Wales

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [**•**] marked for the attention of [**•**]

Yours faithfully,

for and on behalf of
[Chargor]

**Form of Acknowledgement of
Assignment from Insurer**

To The Royal Bank of Scotland plc as trustee for the Secured Parties (the "**Security Agent**")

Date

Dear Sirs

We acknowledge receipt of a notice dated [*] in the terms set out above and confirm that we have not received notice of

- (a) any assignment or charge of or over any of the rights, interests and benefits specified in such notice, or
- (b) the interest of any third party in any of the rights, interests and benefits specified in such notice,

and will make all payments in the manner and to the account specified in that notice. We confirm that we have made all necessary arrangements for all future payments payable under such Policy of Insurance, to be made into the account specified in the notice.

We further confirm that

- 1 no amendment, waiver or release or any such rights, interest and benefits will be effective without the prior written consent of the Security Agent,
- 2 no termination of such rights, interests or benefits will be effective unless we have given the Security Agent 21 days' written notice of the proposed termination and specifying the action necessary to avoid such termination,
- 3 the Chargor will remain liable to perform all its obligations under the Policy of Insurance and the Security Agent is under no obligation of any kind whatsoever under the Policy of Insurance nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Policy of Insurance, and
- 4 no breach or default on the part of the Chargor of any of the terms of such Policy of Insurance will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, lien, combination of accounts and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Yours faithfully,

for and on behalf of
[Insert name of Insurer]

cc *[Enter Chargor Name]*

EXECUTION PAGE TO DEBENTURE

The Chargors

EXECUTED AS A DEED by
UKSV HOLDINGS COMPANY LTD.

)
)

[Redacted Signature]

Director

David Ginsberg

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

Carlton O'Reilly

Name of witness

82 Brookline Avenue
Boston, MA 02215

Address of witness

EXECUTED AS A DEED by
THE LIVERPOOL FOOTBALL CLUB AND
ATHLETIC GROUNDS LIMITED

)
)
)

[Redacted Signature]

Director

David Ginsberg

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

Carlton O'Reilly

Name of witness

82 Brookline Avenue
Boston, MA 02215

Address of witness

Signature Page to the Debenture

EXECUTED AS A DEED by
ANFIELD ARENA LIMITED

)
)

[Redacted Signature]

DAVID GINSBERG

in the presence of

[Redacted Signature]

Caitlin O'Reilly

82 Brookline Avenue
Boston, MA 02215

Director

Name of Director

Signature of witness

Name of witness

Address of witness

EXECUTED AS A DEED by
LIVERPOOLFC.TV LIMITED

)
)

[Redacted Signature]

DAVID GINSBERG

in the presence of

[Redacted Signature]

Caitlin O'Reilly

82 Brookline Avenue
Boston, MA 02215

Director

Name of Director

Signature of witness

Name of witness

Address of witness

EXECUTED AS A DEED by)
LIVERPOOL LADIES FOOTBALL CLUB)
LIMITED)

[Redacted Signature]

Director

IAN BYRNE

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

Joanne Roberts

Name of witness

LFC 20 chapel Street
Liverpool L3 9AF

Address of witness

THE SECURITY AGENT

For and on behalf of

THE ROYAL BANK OF SCOTLAND PLC

By