



Registration of a Charge

Company name: **THE LIVERPOOL FOOTBALL CLUB AND ATHLETIC GROUNDS LIMITED**
Company number: **00035668**

Received for Electronic Filing: **11/02/2020**



Details of Charge

Date of creation: **31/01/2020**
Charge code: **0003 5668 0022**
Persons entitled: **NATWEST MARKETS PLC AS TRUSTEE FOR EACH OF THE SECURED PARTIES ON THE TERMS AND CONDITIONS SET OUT IN THE INTERCREDITOR AGREEMENT**
Brief description: **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.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MARC ISAACS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 35668

Charge code: 0003 5668 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2020 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 11th February 2020 .

Given at Companies House, Cardiff on 12th February 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

SHEARMAN & STERLING

Execution version

DATED 31 JANUARY 2020

UKSV HOLDINGS COMPANY LTD.

THE LIVERPOOL FOOTBALL CLUB AND ATHLETIC GROUNDS LIMITED

ANFIELD ARENA LIMITED

LIVERPOOLFC.TV LIMITED

LIVERPOOL WOMEN'S FC LIMITED

AS CHARGORS

IN FAVOUR OF

NATWEST MARKETS PLC
AS SECURITY AGENT

DEBENTURE IN CONNECTION WITH
A SENIOR FACILITIES AGREEMENT DATED
11 SEPTEMBER 2015
(as amended and/or restated from time to time)

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THIS DEBENTURE is made by way of deed on 31 January 2020

BY:

- (1) **THE PERSONS** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**") in favour of
- (2) **NATWEST MARKETS 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:

1. 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*).

"Existing Security" means the English law debenture dated 14 September 2015 between UKSV Holdings Company Ltd., The Liverpool Football Club And Athletic Grounds Limited, Anfield Arena Limited, LiverpoolFC.TV Limited and Liverpool Women's FC Limited (formerly Liverpool Ladies Football Club Limited) as chargors and Natwest Markets plc (formerly The Royal Bank Of Scotland PLC) as security agent.

"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.

"Intercreditor Agreement" means the intercreditor agreement dated 14 September 2015 and made between, among others, the Chargors, the Lenders, the Agent and the Security Agent (as amended, restated, refinanced, replaced and/or waived from time to time).

"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 I 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 (including, without limitation, under any amendments, supplements or restatements of any Finance Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities (in each case, to the extent permitted under 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 Women's FC Limited (formerly 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 Natwest Markets plc (formerly The Royal Bank of Scotland plc) as security agent (as amended, restated, refinanced, replaced and/or waived from time to time).

"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.

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 Intercreditor 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.

1.9 **Intercreditor Agreement**

- (a) The rights and obligations of all parties to this Debenture are subject to the terms of the Intercreditor Agreement.
- (b) In the event of any inconsistency between any provision of this Debenture and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall take precedence.

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**

Subject to Clause 4.12 (*Existing Security*), each Chargor charges, by way of first legal mortgage, its Mortgaged Property.

4.2 **Fixed charge over Real Property**

Subject to Clause 4.12 (*Existing Security*), 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**

Subject to Clause 4.12 (*Existing Security*), 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**

Subject to Clause 4.12 (*Existing Security*), 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**

Subject to Clause 4.12 (*Existing Security*), 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**

Subject to Clause 4.12 (*Existing Security*), 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**

Subject to Clause 4.12 (*Existing Security*), 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**

Subject to Clause 4.12 (*Existing Security*), 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**

Subject to Clause 4.12 (*Existing Security*), 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**

On and from the date on which the Specific Contracts and Related Rights are re-assigned to the Chargors under the Existing Security, 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**

On and from the date on which the Insurance Policies and Related Rights are re-assigned to the Chargors under the Existing Security, 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.

4.12 **Existing Security**

The parties acknowledge that the ranking of the security created pursuant to Clause 4 (*Fixed Security*) is subject to the Existing Security and the Intercreditor Agreement and that the application of proceeds pursuant to this Debenture and the Existing Security is provided for in the Intercreditor Agreement.

5. **FLOATING CHARGE**

5.1 **Floating charge**

- (a) Subject to paragraph (d) below, 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.
- (d) The parties acknowledge that the ranking of the security created pursuant to Clause 5.1(a) (*Floating charge*) is subject to the Existing Security and the Intercreditor Agreement and that the application of proceeds pursuant to this Debenture and the Existing Security is provided for in the Intercreditor Agreement.

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) unless such documents are already deposited with the Security Agent or held to its order in connection with the Existing Security.

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,

unless such documents are already deposited with the Security Agent or held to its order in connection with the Existing Security.

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,

unless such documents are already deposited with the Security Agent or held to its order in connection with the Existing Security.

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 (*Further assurance*) 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 five 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 12.4 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 13 (*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 13 (*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 Intercreditor 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 Women's FC 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
PROPERTIES**

Part I - 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

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

Chargor	Freehold/leasehold	Description	Title number
The Liverpool Football Club and Athletic Grounds Limited	Freehold	61 Anfield Road, Liverpool L4 0TG	MS13773
The Liverpool Football Club and Athletic Grounds Limited	Freehold	63 Anfield Road, Liverpool L4 0TG	MS16229
The Liverpool Football Club and Athletic Grounds Limited	Freehold	65 Anfield Road, Liverpool L4 0TG	MS369205
The Liverpool Football Club and Athletic Grounds Limited	Freehold	67 Anfield Road, Liverpool L4 0TG	MS404746
The Liverpool Football Club and Athletic Grounds Limited	Freehold	69 Anfield Road, Liverpool L4 0TG	MS252252
The Liverpool Football Club and Athletic Grounds Limited	Freehold	71 Anfield Road, Liverpool L4 0TG	MS3031
The Liverpool Football Club and Athletic Grounds Limited	Freehold	190 Walton Breck Road Liverpool L4 0RQ	MS2895
The Liverpool Football Club and Athletic Grounds Limited	Leasehold	Land and buildings lying to the southwest of Priory Road Liverpool	MS486745
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

Chargor	Freehold/leasehold	Description	Title number
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
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

Chargor	Freehold/leasehold	Description	Title number
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
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

Chargor	Freehold/leasehold	Description	Title number
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
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

Chargor	Freehold/leasehold	Description	Title number
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
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

Chargor	Freehold/leasehold	Description	Title number
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
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
The Liverpool Football Club and Athletic Grounds Limited	Freehold	Land on the north side of Walton Breck Road	MS569478
The Liverpool Football Club and Athletic Grounds Limited	Freehold	13 Lothair Road	LA380558
The Liverpool Football Club and Athletic Grounds Limited	Freehold	27 Lothair Road	MS8913

Chargor	Freehold/leasehold	Description	Title number
The Liverpool Football Club and Athletic Grounds Limited	Freehold	8 Victoria Road, Formby, Liverpool	MS458311
The Liverpool Football Club and Athletic Grounds Limited	Freehold	Land formerly known as the North Liverpool Academy 232 Priory Road, Liverpool	MS629369

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 Women's FC Limited	Assured Shorthold Tenancy	82 Ferndale Road, Liverpool L15 3JZ	N/A
Liverpool Women's FC Limited	Assured Shorthold Tenancy	1 Cobblestone Corner, Liverpool L19 9ES	N/A
Liverpool Women's FC Limited	Assured Shorthold Tenancy	8 Abbeygate Apartments, Liverpool L15 8HB	N/A
Liverpool Women's FC Limited	Assured Shorthold Tenancy	70 Ramiles Road, Liverpool L18 1EF	N/A

**SCHEDULE 3
ACCOUNTS**

Chargor	Bank	Account Number	Sort Code	Description
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	15-10-00	Collection Account – LFC Main Bank Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	15-10-00	Collection Account – RMO Bank Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	15-10-00	Collection Account – Ticket Receipts Bank Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	15-10-00	Collection Account – Supplier Payments Bank Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	15-10-00	Collection Account – OLSC Bank Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	15-10-00	Collection Account – Visitors Centre Bank Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	15-10-00	Collection Account – Liquidity Bank Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	15-10-00	Collection Account – Player Sterling Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	15-10-00	Collection Account – Player Liquidity Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	15-10-00	Collection Account – LFC & AG Control Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	15-10-00	Collection Account – Digital Media Bank Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	15-10-00	Collection Account – Catering Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	15-10-00	Collection Account – Corporate Hospitality Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	15-10-00	Collection Account – Test Transaction Bank Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	15-10-00	Collection account – Soccer School Bank Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	██████	16-16-22	Collection Account – Euro Bank Account

The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection Account - Dublin Store Bank Account
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	16-16-22	Collection Account – Retail Online Sales – Euro
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection Account – The Liverpool Football
The Liverpool Football Club and Athletic Grounds Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection Account – Retail Online Sales – US\$
UKSV Holdings Company Ltd	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection Account – UKSV Holdings Company Ltd. Business Account
Liverpool Women's FC Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection account – Liverpool Women's FC
Olive Properties Limited	The Royal Bank of Scotland plc	[REDACTED]	15-10-00	Collection Account – Olive Properties Limited Business Current Account

**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

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

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

INVESTMENTS

Name of Issuer/Obligor	Description of Investment	Document Evidencing or Indicating Title
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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	STOBBS REF.
Argentina	L.F.C. & LIVER BIRD Device (2)	2975125	28 Jan 2010	2407217	12 Nov 2010	Registered	12 Nov 2020	3551/10011
Argentina	L.F.C. & LIVER BIRD Device (2)	2975126	28 Jan 2010	2407218	12 Nov 2010	Registered	12 Nov 2020	3551/10011
Argentina	L.F.C. & LIVER BIRD Device (2)	2975127	28 Jan 2010	2407219	21 Nov 2010	Registered	12 Nov 2020	3551/10011
Argentina	L.F.C. & LIVER BIRD Device (2)	2975124	28 Jan 2010	2407216	12 Nov 2010	Registered	12 Nov 2020	3551/10011
Argentina	LIVERPOOL FOOTBALL CLUB CREST	2903717	26 Mar 2009	2363427	30 Apr 2010	Registered	30 Apr 2020	3551/10011
Argentina	LIVERPOOL FOOTBALL CLUB CREST	2873817	7 Nov 2008	2324638	29 Oct 2009	Registered	29 Oct 2019	3551/10011
Argentina	LIVERPOOL FOOTBALL CLUB CREST	2903718	26 Mar 2009	2360093	16 Apr 2010	Registered	16 Apr 2020	3551/10011
Argentina	LIVERPOOL FOOTBALL CLUB CREST	2903715	26 Mar 2009	2345237	9 Feb 2010	Registered	9 Feb 2020	3551/10011
Argentina	LIVERPOOL FOOTBALL CLUB CREST	2903716	26 Mar 2009	2345238	9 Feb 2010	Registered	9 Feb 2020	3551/10011
Australia	L.F.C. & LIVER BIRD Device (2)	1647775	29 May 2014	1647775	12 Jan 2015	Protected	19 Jul 2020	3551/10011

Australia	L.F.C. & LIVER BIRD Device (2)	1404801	19 Jul 2010	1404801	4 Jul 2011	Protected	19 Jul 2020	3551/10011
Australia	LIVERPOOL FOOTBALL CLUB CREST	1275757	10 Jul 2008	1275757	30 Apr 2009	Protected	15 May 2024	3551/10011
Australia	LIVERPOOL FOOTBALL CLUB CREST	1647774	29 May 2014	1647774	12 Jan 2015	Protected	12 Mar 2019	3551/10011
Australia	LIVERPOOL FOOTBALL CLUB CREST	1317356	12 Mar 2009	1317356	8 Jan 2010	Protected	12 Mar 2019	3551/10011
Australia	THE NORMAL ONE	1729257	20 Oct 2015	1729257	18 May 2016	Registered	20 Oct 2025	3551/10011
Brazil	CENTENARY Logo	819700274	18 Dec 1996	819700274	19 Jun 2001	Registered	19 Jun 2021	3551/10011
Brazil	L.F.C. & LIVER BIRD Device (2)	907646514	5 May 2014	907646514	16 Nov 2016	Registered	16 Nov 2026	3551/10011
Brazil	L.F.C. & LIVER BIRD Device (2)	907646590	5 May 2014	907646590	16 Nov 2016	Registered	16 Nov 2026	3551/10011
Brazil	L.F.C. & LIVER BIRD Device (2)	830499792	25 Jan 2010	830499792	15 Jan 2013	Registered	15 Jan 2023	3551/10011
Brazil	L.F.C. & LIVER BIRD Device (2)	907646654	5 May 2014	907646654	16 Nov 2016	Registered	16 Nov 2026	3551/10011
Brazil	L.F.C. & LIVER BIRD Device (2)	830499784	25 Jan 2010	830499784	26 Sep 2017	Registered	26 Sep 2027	3551/10011
Brazil	L.F.C. & LIVER BIRD Device (2)	830499776	25 Jan 2010	830499776	15 Jan 2013	Registered	15 Jan 2023	3551/10011
Brazil	L.F.C. & LIVER BIRD Device (2)	907646352	5 May 2014	907646352	16 Nov 2016	Registered	16 Nov 2026	3551/10011
Brazil	L.F.C. & LIVER BIRD Device (2)	907646760	5 May 2014	907646760	16 Nov 2016	Registered	16 Nov 2026	3551/10011

Brazil	L.F.C. & LIVER BIRD Device (2)	907647049	5 May 2014	907647049	16 Nov 2016	Registered	16 Nov 2026	3551/10011
Brazil	L.F.C. & LIVER BIRD Device (2)	830499806	25 Jan 2010	830499806	4 Dec 2012	Registered	4 Dec 2022	3551/10011
Brazil	LIVERPOOL FOOTBALL CLUB CREST	830216367	25 Mar 2009	830216367	6 Sep 2011	Registered	6 Sep 2021	3551/10011
Brazil	LIVERPOOL FOOTBALL CLUB CREST	829942416	21 Aug 2008	829942416	3 Nov 2010	Registered	3 Nov 2020	3551/10011
Brazil	LIVERPOOL FOOTBALL CLUB CREST	830216359	25 Mar 2009	830216359	6 Sep 2011	Registered	6 Sep 2021	3551/10011
Brazil	LIVERPOOL FOOTBALL CLUB CREST	907633943	30 Apr 2014	907633943	27 Nov 2018	Registered	27 Nov 2028	3551/10013
Brazil	LIVERPOOL FOOTBALL CLUB CREST	907634214	30 Apr 2014			Pending		3551/10014
Brazil	LIVERPOOL FOOTBALL CLUB CREST	830216383	25 Mar 2009	830216383	6 Sep 2011	Registered	6 Sep 2021	3551/10011
Canada	CENTENARY Logo	0820640	14 Aug 1996	TMA553876	15 Nov 2001	Registered	15 Nov 2031	3551/10011
Canada	L.F.C. & LIVER BIRD Device (2)	1488977	16 Jul 2010	TMA841796	30 Jan 2013	Registered	30 Jan 2028	3551/10011
Canada	LIVERPOOL FOOTBALL CLUB CREST	1430981	13 Mar 2009	TMA785288	17 Dec 2010	Registered	17 Dec 2025	3551/10011
Canada	THE NORMAL ONE	1751523	21 Oct 2015			Pending		3551/10015
China	CENTENARY Logo	1452903		1452903	7 Oct 2000	Registered	6 Oct 2020	3551/10011

China	CENTENARY Logo	1461185		1461185	21 Oct 2000	Registered	20 Oct 2020	3551/10011
China	L.F.C. & LIVER BIRD Device		21 May 2019			Pending		3551/10067
China	L.F.C. & LIVER BIRD Device (2)	25323551	2 Jan 2018			Pending		3551/10017
China	L.F.C. & LIVER BIRD Device (2)	14378237	15 Apr 2014	14378237	21 Nov 2015	Registered	20 Nov 2025	3551/10011
China	L.F.C. & LIVER BIRD Device (2)	1062722	29 May 2014	1062722	29 May 2014	Protected	19 Jul 2020	3551/10011
China	L.F.C. & LIVER BIRD Device (2)	25932198	18 Aug 2017			Pending		3551/10016
China	L.F.C. & LIVER BIRD Device (2)	1062722	19 Jul 2010	1062722	19 Jul 2010	Protected	19 Jul 2020	3551/10011
China	LIVERPOOL FOOTBALL CLUB CREST	860802	14 Apr 2005	860802	14 Apr 2005	Protected	14 Apr 2025	3551/10011
China	LIVERPOOL FOOTBALL CLUB CREST	6349660	30 Oct 2007	6349660	21 Aug 2010	Registered	20 Aug 2020	3551/10011
China	LIVERPOOL FOOTBALL CLUB CREST	13580630	21 Nov 2013	13580630	21 Aug 2015	Registered	20 Aug 2025	3551/10011
China	LIVERPOOL FOOTBALL CLUB CREST	25932197	18 Aug 2017		14 Sep 2018	Registered	13 Sep 2028	3551/10018
China	LIVERPOOL FOOTBALL CLUB CREST	842098	16 Dec 2008	842098	16 Dec 2008	Protected	15 May 2024	3551/10011

China	LIVERPOOL FOOTBALL CLUB CREST	1008762	29 May 2014	1008762	29 May 2014	Protected	12 Mar 2019	3551/10011
China	LIVERPOOL FOOTBALL CLUB CREST	1008762	12 Mar 2009	1008762	12 Mar 2009	Protected	12 Mar 2019	3551/10011
China	THE NORMAL ONE	18868784	13 Jan 2016	18868784	7 May 2017	Registered	6 May 2027	3551/10011
Croatia	LIVERPOOL FOOTBALL CLUB CREST	1008762	11 May 2010	1008762	11 May 2010	Protected	12 Mar 2019	3551/10011
Egypt	L.F.C. & LIVER BIRD Device (2)	1062722	29 May 2014	1062722	29 May 2014	Protected	19 Jul 2020	3551/10011
Egypt	LIVERPOOL FOOTBALL CLUB CREST	1008762	29 May 2014	1008762	29 May 2014	Protected	12 Mar 2019	3551/10011
EUTM	96 & Flame Device	010507879	19 Dec 2011	010507879	2 May 2012	Registered	19 Dec 2021	3551/10011
EUTM	L.F.C. & LIVER BIRD Device	000243048	26 Apr 1996	000243048	1 Mar 1999	Registered	26 Apr 2026	3551/10011
EUTM	L.F.C. & LIVER BIRD Device (2)	008816969	18 Jan 2010	008816969	5 Jul 2010	Registered	18 Jan 2020	3551/10011
EUTM	LIVER BIRD Device	008820292	19 Jan 2010	008820292	5 Jul 2010	Registered	19 Jan 2020	3551/10011
EUTM	LIVERPOOL FC	007024565	30 Jun 2008	007024565	22 May 2009	Registered	30 Jun 2028	3551/10011
EUTM	LIVERPOOL FOOTBALL CLUB	005232053	31 Jul 2006	005232053	28 Aug 2008	Registered	31 Jul 2026	3551/10011
EUTM	LIVERPOOL FOOTBALL CLUB CREST	003524279	31 Oct 2003	003524279	15 Mar 2005	Registered	31 Oct 2023	3551/10011
EUTM	LIVERPOOL FOOTBALL CLUB CREST	002695146	3 May 2002	002695146	26 Feb 2004	Registered	3 May 2022	3551/10011

EUTM	THE NORMAL ONE	014695092	19 Oct 2015	014695092	18 May 2016	Registered	19 Oct 2025	3551/10011
Hong Kong	L.F.C. & LIVER BIRD Device (2)	302982042	30 Apr 2014	302982042	6 Feb 2015	Registered	29 Apr 2024	3551/10011
Hong Kong	L.F.C. & LIVER BIRD Device (2)	304224348	28 Jul 2017	304224348	28 Jul 2017	Registered	27 Jul 2027	3551/10011
Hong Kong	L.F.C. & LIVER BIRD Device (2)	301528317	22 Jan 2010	301528317	30 Jun 2010	Registered	21 Jan 2020	3551/10011
Hong Kong	LIVERPOOL FOOTBALL CLUB CREST	304224339	28 Jul 2017	304224339	28 Jul 2017	Registered	27 Jul 2027	3551/10011
Hong Kong	LIVERPOOL FOOTBALL CLUB CREST	302982033	30 Apr 2014	302982033	5 Mar 2015	Registered	29 Apr 2024	3551/10011
Hong Kong	LIVERPOOL FOOTBALL CLUB CREST	301300472	10 Mar 2009	301300472	29 Sep 2009	Registered	9 Mar 2029	3551/10011
Hong Kong	LIVERPOOL FOOTBALL CLUB crest (Series of two)	300403073	14 Apr 2005	300403073	29 Aug 2005	Registered	13 Apr 2025	3551/10011
Hong Kong	THE NORMAL ONE	303571128	20 Nov 2015	303571128	8 Jul 2016	Registered	19 Nov 2025	3551/10011
India	L.F.C. & LIVER BIRD Device (2)	2920256	6 Aug 2014	2920256	6 Aug 2014	Protected	6 Aug 2024	3551/10011
India	L.F.C. & LIVER BIRD Device (2)	1914983	29 Jan 2010	1914983	26 Aug 2015	Registered	29 Jan 2020	3551/10011
India	LIVERPOOL FOOTBALL CLUB CREST	1706954	4 Jul 2008	1706954	29 May 2017	Registered	4 Jul 2028	3551/10011

India	LIVERPOOL FOOTBALL CLUB CREST	2960633	6 Aug 2014	2960633	6 Aug 2014	Protected	6 Aug 2024	3551/10011
India	LIVERPOOL FOOTBALL CLUB CREST	1801469	30 Mar 2009	1801469	28 Jul 2015	Registered	30 Mar 2029	3551/10011
India	THE NORMAL ONE	3087104	27 Oct 2015	3087104	15 Dec 2015	Registered	27 Oct 2025	3551/10011
Indonesia	L.F.C. & LIVER BIRD Device (2)	D002014025704	6 Jun 2014			Pending		3551/10019
Indonesia	L.F.C. & LIVER BIRD Device (2)	D002014025702	6 Jun 2014			Pending		3551/10020
Indonesia	L.F.C. & LIVER BIRD Device (2)	D002014025696	6 Jun 2014			Pending		3551/10021
Indonesia	L.F.C. & LIVER BIRD Device (2)	D002010005022	9 Feb 2010	IDM000313738	22 Jul 2011	Registered	9 Feb 2020	3551/10011
Indonesia	L.F.C. & LIVER BIRD Device (2)	D002014025694	6 Jun 2014	IDM000558059	16 Jan 2017	Registered	6 Jun 2024	3551/10011
Indonesia	L.F.C. & LIVER BIRD Device (2)	D002010005024	9 Feb 2010	IDM000317465	19 Aug 2011	Registered	9 Feb 2020	3551/10011
Indonesia	L.F.C. & LIVER BIRD Device (2)	J002014025697	6 Jun 2014			Pending		3551/10022
Indonesia	L.F.C. & LIVER BIRD Device (2)	J002014025700	6 Jun 2014			Pending		3551/10023
Indonesia	L.F.C. & LIVER BIRD Device (2)	D002010005020	9 Feb 2010	IDM000312854	12 Jul 2011	Registered	9 Feb 2020	3551/10011
Indonesia	LIVERPOOL FOOTBALL CLUB CREST	D002009011239	3 Apr 2009	IDM000281077	23 Nov 2010	Registered	3 Apr 2019	3551/10011

Indonesia	LIVERPOOL FOOTBALL CLUB CREST	D00200301910	27 Jan 2003	IDM000391217	12 Jan 2004	Registered	27 Jan 2023	3551/10011
Indonesia	LIVERPOOL FOOTBALL CLUB CREST	D002009011240	3 Apr 2009	IDM000274030	4 Oct 2010	Registered	3 Apr 2019	3551/10011
Indonesia	LIVERPOOL FOOTBALL CLUB CREST	J002014025706	6 Jun 2014			Pending		3551/10024
Indonesia	LIVERPOOL FOOTBALL CLUB CREST	J002014025708	6 Jun 2014			Pending		3551/10025
Indonesia	LIVERPOOL FOOTBALL CLUB CREST	D002009011236	3 Apr 2009	IDM000276703	21 Oct 2010	Registered	3 Apr 2019	3551/10011
Indonesia	THE NORMAL ONE	D002016002106	15 Jan 2016			Pending		3551/10026
Ireland	LFC	208881	23 Aug 1996	208881	23 Aug 1996	Registered	22 Aug 2026	3551/10011
Ireland	THIS IS ANFIELD	203579	23 Aug 1996	203579	23 Aug 1996	Registered	22 Aug 2026	3551/10011
Ireland	THIS IS ANFIELD Logo (Series of two)	205540	23 Aug 1996	205540	23 Aug 1996	Registered	22 Aug 2026	3551/10011
Israel	L.F.C. & LIVER BIRD Device (2)	226601	21 Jan 2010	226601	6 Mar 2011	Registered	21 Jan 2020	3551/10011
Israel	L.F.C. & LIVER BIRD Device (2)	226605	21 Jan 2010	226605	6 Mar 2011	Registered	21 Jan 2020	3551/10011
Israel	L.F.C. & LIVER BIRD Device (2)	226603	21 Jan 2010	226603	6 Mar 2011	Registered	21 Jan 2020	3551/10011
Israel	LIVERPOOL FOOTBALL CLUB CREST	219521	17 Mar 2009	219521	5 Dec 2010	Registered	17 Mar 2029	3551/10011

Japan	L.F.C. & LIVER BIRD Device (2)	1062722	29 May 2014	1062722	29 May 2014	Protected	19 Jul 2020	3551/10011
Japan	L.F.C. & LIVER BIRD Device (2)	1062722	19 Jul 2010	1062722	19 Jul 2010	Protected	19 Jul 2020	3551/10011
Japan	LIVERPOOL FOOTBALL CLUB CREST	860802	14 Apr 2005	860802	14 Apr 2005	Protected	14 Apr 2025	3551/10011
Japan	LIVERPOOL FOOTBALL CLUB CREST	1008762	29 May 2014	1008762	29 May 2014	Protected	12 Mar 2019	3551/10011
Japan	LIVERPOOL FOOTBALL CLUB CREST	1008762	12 Mar 2009	1008762	12 Mar 2009	Protected	12 Mar 2019	3551/10011
Macau	L.F.C. & LIVER BIRD Device (2)	N127401	29 Aug 2017	N127401	7 Mar 2018	Registered	7 Mar 2025	3551/10011
Macau	LIVERPOOL FOOTBALL CLUB CREST	N127400	29 Aug 2017	N127400	7 Mar 2018	Registered	7 Mar 2025	3551/10011
Malaysia	L.F.C. & LIVER BIRD Device (2)	2014056305	30 Apr 2014	2014056305	12 Aug 2015	Registered	30 Apr 2024	3551/10011
Malaysia	L.F.C. & LIVER BIRD Device (2)	2014056307	30 Apr 2014	2014056307	20 Oct 2015	Registered	30 Apr 2024	3551/10011
Malaysia	L.F.C. & LIVER BIRD Device (2)	201001573	27 Jan 2010			Pending		3551/10028
Malaysia	L.F.C. & LIVER BIRD Device (2)	201001572	27 Jan 2010	201001572	27 Sep 2017	Registered	27 Jan 2020	3551/10011
Malaysia	L.F.C. & LIVER BIRD Device (2)	201001571	27 Jan 2010			Pending		3551/10029
Malaysia	L.F.C. & LIVER BIRD Device (2)	201001570	27 Jan 2010			Pending		3551/10030

Malaysia	L.F.C. & LIVER BIRD Device (2)	2014056304	30 Apr 2014	2014056304	31 Jul 2015	Registered	30 Apr 2024	3551/10011
Malaysia	L.F.C. & LIVER BIRD Device (2)	201001569	27 Jan 2010	201001569	18 Nov 2011	Registered	27 Jan 2020	3551/10011
Malaysia	L.F.C. & LIVER BIRD Device (2)	2014056309	30 Apr 2014	2014056309	15 Oct 2015	Registered	30 Apr 2024	3551/10011
Malaysia	L.F.C. & LIVER BIRD Device (2)	2014056311	30 Apr 2014	2014056311	15 Oct 2015	Registered	30 Apr 2024	3551/10011
Malaysia	L.F.C. & LIVER BIRD Device (2)	201001567	27 Jan 2010	201001567	29 Jul 2011	Registered	27 Jan 2020	3551/10011
Malaysia	L.F.C. & LIVER BIRD Device (2)	201001568	27 Jan 2010			Pending		3551/10027
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	96010145	28 Aug 1996	96010145	10 Apr 2008	Registered	28 Aug 2023	3551/10011
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	2009004224	17 Mar 2009	2009004224	7 Jan 2011	Registered	17 Mar 2029	3551/10011
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	96010144	28 Aug 1996	96010144	15 Jun 2009	Registered	28 Aug 2023	3551/10011
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	96010143	28 Aug 1996	96010143	28 Aug 1996	Registered	28 Aug 2023	3551/10011
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	2014056314	30 Apr 2014	2014056314	20 Jul 2017	Registered	30 Apr 2024	3551/10011
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	2014056312	30 Apr 2014	2014056312	6 Jan 2017	Registered	30 Apr 2024	3551/10011

Malaysia	LIVERPOOL FOOTBALL CLUB CREST	200904222	17 Mar 2009	200904222	17 Jan 2017	Registered	17 Mar 2029	3551/10011
Malaysia	LIVERPOOL FOOTBALL CLUB CREST	200904223	17 Mar 2009	200904223	27 Jan 2011	Registered	17 Mar 2029	3551/10011
Malaysia	THE NORMAL ONE	2015068412	3 Nov 2015	2015068412	16 Jul 2018	Registered	3 Nov 2025	3551/10011
Malaysia	THE NORMAL ONE	2015068406	3 Nov 2015	2015068406	5 Jul 2018	Registered	3 Nov 2025	3551/10011
Malaysia	THE NORMAL ONE	2015068410	3 Nov 2015	2015068410	12 Jan 2018	Registered	3 Nov 2025	3551/10011
Malaysia	THE NORMAL ONE	2015068409	3 Nov 2015	2015068409	6 Jul 2018	Registered	3 Nov 2025	3551/10011
Malaysia	THE NORMAL ONE	2015068405	3 Nov 2015			Pending		3551/10031
Malaysia	THE NORMAL ONE	2015068402	3 Nov 2015	2015068402	9 Jul 2018	Registered	3 Nov 2025	3551/10011
Malaysia	THE NORMAL ONE	2015068415	3 Nov 2015	2015068415	16 Jul 2018	Registered	3 Nov 2025	3551/10011
Mexico	L.F.C. & LIVER BIRD Device (2)	1061815	21 Jan 2010	1151038	29 Mar 2010	Registered	21 Jan 2020	3551/10011
Mexico	L.F.C. & LIVER BIRD Device (2)	1061816	21 Jan 2010	1146794	4 Mar 2010	Registered	21 Jan 2020	3551/10011
Mexico	L.F.C. & LIVER BIRD Device (2)	1061817	21 Jan 2010	1146795	4 Mar 2010	Registered	21 Jan 2020	3551/10011
Mexico	L.F.C. & LIVER BIRD Device (2)	1530722	29 May 2014	1538841	29 May 2014	Protected	19 Jul 2020	3551/10011
Mexico	L.F.C. & LIVER BIRD Device (2)	1061845	21 Jan 2010	1152582	14 Apr 2010	Registered	21 Jan 2020	3551/10011
Mexico	LIVERPOOL FOOTBALL CLUB CREST	952899	5 Aug 2008	1267055	10 Feb 2012	Registered	5 Aug 2028	3551/10011
Mexico	LIVERPOOL FOOTBALL CLUB CREST	1530540	29 May 2014	1624974	29 May 2014	Protected	12 Mar 2019	3551/10011

Mexico	LIVERPOOL FOOTBALL CLUB CREST	1530541	29 May 2014	1624975	29 May 2014	Protected	12 Mar 2019	3551/10011
Mexico	LIVERPOOL FOOTBALL CLUB CREST	994486	9 Mar 2009	1199754	3 Feb 2011	Registered	9 Mar 2029	3551/10011
New Zealand	L.F.C. & LIVER BIRD Device (2)	818533	21 Jan 2010	818533	12 Aug 2010	Registered	21 Jan 2020	3551/10011
New Zealand	LIVERPOOL FOOTBALL CLUB CREST	803415	9 Mar 2009	803415	10 Sep 2009	Registered	9 Mar 2029	3551/10011
Nigeria	L.F.C. & LIVER BIRD Device (2)	FTM20102102	12 Feb 2010	88835	8 Jun 2011	Registered	12 Feb 2031	3551/10011
Nigeria	LIVERPOOL FOOTBALL CLUB CREST	FTM20095031	9 Apr 2009			Pending		3551/10032
Norway	L.F.C. & LIVER BIRD Device (2)	1062722	29 May 2014	1062722	29 May 2014	Protected	19 Jul 2020	3551/10011
Norway	L.F.C. & LIVER BIRD Device (2)	1062722	19 Jul 2010	1062722	19 Jul 2010	Protected	19 Jul 2020	3551/10011
Norway	L.F.C. & LIVER BIRD Device (2)	19963572	10 Jun 1996	194195	12 Nov 1998	Registered	12 Nov 2028	3551/10011
Norway	LIVERPOOL FOOTBALL CLUB CREST	842098	26 Feb 2009	842098	26 Feb 2009	Protected	15 May 2024	3551/10011
Norway	LIVERPOOL FOOTBALL CLUB CREST	1008762	29 May 2014	1008762	29 May 2014	Protected	12 Mar 2019	3551/10011

Norway	LIVERPOOL FOOTBALL CLUB CREST	1008762	12 Mar 2009	1008762	12 Mar 2009	Protected	12 Mar 2019	3551/10011
Norway	LIVERPOOL FOOTBALL CLUB CREST	200211928	11 Dec 2002	221259	16 Oct 2003	Registered	16 Oct 2023	3551/10011
Republic of Korea (South)	L.F.C. & LIVER BIRD Device (2)	1062722	29 May 2014	1062722	29 May 2014	Protected	19 Jul 2020	3551/10011
Republic of Korea (South)	L.F.C. & LIVER BIRD Device (2)	1062722	19 Jul 2010	1062722	19 Jul 2010	Protected	19 Jul 2020	3551/10011
Republic of Korea (South)	LIVERPOOL FOOTBALL CLUB CREST	860802	14 Apr 2005	860802	14 Apr 2005	Protected	14 Apr 2025	3551/10011
Republic of Korea (South)	LIVERPOOL FOOTBALL CLUB CREST	1008762	29 May 2014	1008762	29 May 2014	Protected	12 Mar 2019	3551/10011
Republic of Korea (South)	LIVERPOOL FOOTBALL CLUB CREST	1008762	12 Mar 2009	1008762	12 Mar 2009	Protected	12 Mar 2019	3551/10011
Russian Federation	L.F.C. & LIVER BIRD Device (2)	1062722	29 May 2014	1062722	29 May 2014	Protected	19 Jul 2020	3551/10011
Russian Federation	LIVERPOOL FOOTBALL CLUB CREST	1008762	29 May 2014	1008762	29 May 2014	Protected	12 Mar 2019	3551/10011
Singapore	CENTENARY Logo	T9605842E	10 Jun 1996	T9605842E	5 Mar 2001	Registered	10 Jun 2026	3551/10011
Singapore	L.F.C. & LIVER BIRD Device (2)	T1415281C	29 May 2014	T1415281C	29 May 2014	Protected	19 Jul 2020	3551/10011

Singapore	L.F.C. & LIVER BIRD Device (2)	T1101612I	19 Jul 2010	T1101612I	19 Jul 2010	Protected	19 Jul 2020	3551/10011
Singapore	LIVERPOOL FOOTBALL CLUB CREST	860802	14 Apr 2005	860802	14 Apr 2005	Protected	14 Apr 2025	3551/10011
Singapore	LIVERPOOL FOOTBALL CLUB CREST	1008762	29 May 2014	1008762	29 May 2014	Protected	12 Mar 2019	3551/10011
Singapore	LIVERPOOL FOOTBALL CLUB CREST	1008762	12 Mar 2009	1008762	12 Mar 2009	Protected	12 Mar 2019	3551/10011
Singapore	THE NORMAL ONE	40201518380W	22 Oct 2015	40201518380W	22 Oct 2015	Registered	22 Oct 2025	3551/10011
South Africa	L.F.C. & LIVER BIRD Device (2)	201411024	30 Apr 2014	201411024	29 Apr 2016	Registered	30 Apr 2024	3551/10011
South Africa	L.F.C. & LIVER BIRD Device (2)	201411025	30 Apr 2014	201411025	29 Apr 2016	Registered	30 Apr 2024	3551/10011
South Africa	L.F.C. & LIVER BIRD Device (2)	2010016821	28 Jan 2010	2010016821	5 Dec 2011	Registered	28 Jan 2020	3551/10011
South Africa	L.F.C. & LIVER BIRD Device (2)	201411026	30 Apr 2014	201411026	29 Apr 2016	Registered	30 Apr 2024	3551/10011
South Africa	L.F.C. & LIVER BIRD Device (2)	201001683	28 Jan 2010	201001683	5 Dec 2011	Registered	28 Jan 2020	3551/10011
South Africa	L.F.C. & LIVER BIRD Device (2)	201001684	28 Jan 2010	201001684	11 Jan 2012	Registered	28 Jan 2020	3551/10011
South Africa	L.F.C. & LIVER BIRD Device (2)	201001685	28 Jan 2010	201001685	5 Dec 2011	Registered	28 Jan 2020	3511/10011
South Africa	L.F.C. & LIVER BIRD Device (2)	201411023	30 Apr 2014	201411023	29 Apr 2016	Registered	30 Apr 2024	3511/10011
South Africa	L.F.C. & LIVER BIRD Device (2)	201411027	30 Apr 2014	201411027	29 Apr 2016	Registered	30 Apr 2024	3551/10011

South Africa	L.F.C. & LIVER BIRD Device (2)	201411028	30 Apr 2014	201411028	29 Apr 2016	Registered	30 Apr 2024	3551/10011
South Africa	L.F.C. & LIVER BIRD Device (2)	201001681	28 Jan 2010	201001681	5 Dec 2011	Registered	28 Jan 2020	3551/10011
South Africa	L.F.C. & LIVER BIRD Device (2)	201001682	28 Jan 2010	201001682	5 Dec 2011	Registered	28 Jan 2020	3551/10011
South Africa	LIVERPOOL FOOTBALL CLUB CREST	200904101	9 Mar 2009	200904101	13 Sep 2012	Registered	9 Mar 2019	3551/10011
South Africa	LIVERPOOL FOOTBALL CLUB CREST	200904102	9 Mar 2009	200904102	13 Sep 2012	Registered	9 Mar 2019	3551/10011
South Africa	LIVERPOOL FOOTBALL CLUB CREST	200507685	19 Apr 2005	200507685	11 Dec 2009	Registered	19 Apr 2025	3551/10011
South Africa	LIVERPOOL FOOTBALL CLUB CREST	200904103	9 Mar 2009	200904103	29 Nov 2011	Registered	9 Mar 2019	3551/10011
South Africa	LIVERPOOL FOOTBALL CLUB CREST	201411021	30 Apr 2014	201411021	29 Apr 2016	Registered	30 Apr 2024	3551/10011
South Africa	LIVERPOOL FOOTBALL CLUB CREST	201411022	30 Apr 2014	201411022	29 Apr 2016	Registered	30 Apr 2024	3551/10011
South Africa	LIVERPOOL FOOTBALL CLUB CREST	200904099	9 Mar 2009	200904099	13 Sep 2012	Registered	9 Mar 2019	3551/10011
South Africa	LIVERPOOL FOOTBALL CLUB CREST	200904100	9 Mar 2009	200904100	29 Nov 2011	Registered	9 Mar 2019	3551/10011

Switzerland	L.F.C. & LIVER BIRD Device	041961996	7 Jun 1996	442812	20 Jun 1997	Registered	7 Jun 2026	3551/10011
Switzerland	L.F.C. & LIVER BIRD Device (2)	1062722	19 Jul 2010	1062722	19 Jul 2010	Protected	19 Jul 2020	3551/10011
Switzerland	LIVERPOOL FOOTBALL CLUB CREST	842098	10 Jul 2008	842098	10 Jul 2008	Protected	15 May 2024	3551/10011
Switzerland	LIVERPOOL FOOTBALL CLUB CREST	1008762	12 Mar 2009	1008762	12 Mar 2009	Protected	12 Mar 2019	3551/10011
Switzerland	THE NORMAL ONE	631802015	22 Oct 2015	684280	22 Feb 2016	Registered	22 Oct 2025	3551/10011
Taiwan	CENTENARY Logo	0860000483	6 Jan 1997	910048	16 Oct 2000	Registered	15 Oct 2020	3551/10011
Taiwan	CENTENARY Logo	0860000485	6 Jan 1997	912979	1 Nov 2000	Registered	31 Oct 2020	3551/10011
Taiwan	L.F.C. & LIVER BIRD Device (2)	099003380	22 Jan 2010	1420757	16 Jul 2010	Registered	15 Jul 2020	3551/10011
Taiwan	LIVERPOOL FOOTBALL CLUB CREST	094017325	14 Apr 2005	1209784	16 May 2006	Registered	15 May 2026	3551/10011
Taiwan	LIVERPOOL FOOTBALL CLUB CREST	098012602	31 Mar 2009	1404267	1 Apr 2010	Registered	31 Mar 2020	3551/10011
Thailand	L.F.C. & LIVER BIRD Device (2)	938716	29 May 2014	Kor423403	15 Jul 2016	Registered	28 May 2024	3551/10011
Thailand	L.F.C. & LIVER BIRD Device (2)	757828	4 Feb 2010	Kor335638	13 Jun 2011	Registered	3 Feb 2020	3551/10011
Thailand	L.F.C. & LIVER BIRD Device (2)	757829	4 Feb 2010	Kor335949	16 Jun 2011	Registered	3 Feb 2020	3551/10011
Thailand	L.F.C. & LIVER BIRD Device (2)	757830	4 Feb 2010	Kor339358	9 Sep 2011	Registered	3 Feb 2020	3551/10011

Thailand	L.F.C. & LIVER BIRD Device (2)	757831	4 Feb 2010	Kor335950	16 Jun 2011	Registered	3 Feb 2020	3551/10011
Thailand	L.F.C. & LIVER BIRD Device (2)	757832	4 Feb 2010	Kor350279	25 Jun 2012	Registered	3 Feb 2020	3551/10011
Thailand	L.F.C. & LIVER BIRD Device (2)	938715	29 May 2014	171100904	17 Jan 2017	Registered	28 May 2024	3551/10011
Thailand	L.F.C. & LIVER BIRD Device (2)	757833	4 Feb 2010	Bor51673	29 Nov 2011	Registered	3 Feb 2020	3551/10011
Thailand	L.F.C. & LIVER BIRD Device (2)	938717	29 May 2014	Bor71103	1 Apr 2016	Registered	28 May 2024	3551/10011
Thailand	L.F.C. & LIVER BIRD Device (2)	938718	29 May 2014	Bor71104	1 Apr 2016	Registered	28 May 2024	3551/10011
Thailand	L.F.C. & LIVER BIRD Device (2)	757826	4 Feb 2010	Kor345812	14 Feb 2012	Registered	3 Feb 2020	3551/10011
Thailand	L.F.C. & LIVER BIRD Device (2)	757827	4 Feb 2010	Kor352120	6 Aug 2012	Registered	3 Feb 2020	3551/10011
Thailand	LIVERPOOL FOOTBALL CLUB CREST	725598	26 Mar 2009	Kor324793	8 Nov 2010	Registered	25 Mar 2019	3551/10011
Thailand	LIVERPOOL FOOTBALL CLUB CREST	593447	14 Jun 2005	Kor238220	14 Jun 2005	Registered	13 Jun 2025	3551/10011
Thailand	LIVERPOOL FOOTBALL CLUB CREST	725599	26 Mar 2009	Kor329547	10 Feb 2011	Registered	25 Mar 2019	3551/10011
Thailand	LIVERPOOL FOOTBALL CLUB CREST	593448	14 Jun 2005	Kor238221	14 Jun 2005	Registered	13 Jun 2025	3551/10011

Thailand	LIVERPOOL FOOTBALL CLUB CREST	725600	26 Mar 2009	Kor327809	10 Jan 2011	Registered	25 Mar 2019	3551/10011
Thailand	LIVERPOOL FOOTBALL CLUB CREST	725601	26 Mar 2009	Bor46685	27 May 2010	Registered	25 Mar 2019	3551/10011
Thailand	LIVERPOOL FOOTBALL CLUB CREST	938713	29 May 2014	Bor71052	1 Apr 2016	Registered	28 May 2024	3551/10011
Thailand	LIVERPOOL FOOTBALL CLUB CREST	938714	29 May 2014	Bor71044	1 Apr 2016	Registered	28 May 2024	3551/10011
Thailand	LIVERPOOL FOOTBALL CLUB CREST	725596	26 Mar 2009	Kor337411	22 Jul 2011	Registered	25 Mar 2019	3551/10075
Thailand	LIVERPOOL FOOTBALL CLUB CREST	725597	26 Mar 2009	Kor347436	4 Apr 2012	Registered	25 Mar 2019	3551/10011
Turkey	L.F.C. & LIVER BIRD Device (2)	1062722	29 May 2014	1062722	29 May 2014	Protected	19 Jul 2020	3551/10011
Turkey	L.F.C. & LIVER BIRD Device (2)	1062722	19 Jul 2010	1062722	19 Jul 2010	Protected	19 Jul 2020	3551/10011
Turkey	LIVERPOOL FOOTBALL CLUB CREST	1008762	29 May 2014	1008762	29 May 2014	Protected	12 Mar 2019	3551/10011
Turkey	LIVERPOOL FOOTBALL CLUB CREST	1008762	12 Mar 2009	1008762	12 Mar 2009	Protected	12 Mar 2019	3551/10011

United Arab Emirates	L.F.C. & LIVER BIRD Device (2)	213864	30 Jun 2014	213864	8 Mar 2017	Registered	30 Jun 2024	3551/10011
United Arab Emirates	L.F.C. & LIVER BIRD Device (2)	139839	8 Mar 2010	164562	16 Feb 2012	Registered	8 Mar 2020	3551/10011
United Arab Emirates	L.F.C. & LIVER BIRD Device (2)	139840	8 Mar 2010	164563	16 Feb 2012	Registered	8 Mar 2020	3551/10011
United Arab Emirates	L.F.C. & LIVER BIRD Device (2)	139841	8 Mar 2010	164564	16 Feb 2012	Registered	8 Mar 2020	3551/10011
United Arab Emirates	L.F.C. & LIVER BIRD Device (2)	213862	30 Jun 2014	213862	8 Mar 2017	Registered	30 Jun 2024	3551/10011
United Arab Emirates	L.F.C. & LIVER BIRD Device (2)	139842	8 Mar 2010	164565	16 Feb 2012	Registered	8 Mar 2020	3551/10011
United Arab Emirates	L.F.C. & LIVER BIRD Device (2)	213865	30 Jun 2014	213865	8 Mar 2017	Registered	30 Jun 2024	3551/10011
United Arab Emirates	L.F.C. & LIVER BIRD Device (2)	213866	30 Jun 2014	213866	8 Mar 2017	Registered	30 Jun 2024	3551/10011
United Arab Emirates	L.F.C. & LIVER BIRD Device (2)	139838	8 Mar 2010	164561	16 Feb 2012	Registered	8 Mar 2020	3551/10011
United Arab Emirates	LIVERPOOL FOOTBALL CLUB CREST	127045	16 Mar 2009	127045	15 Apr 2013	Registered	16 Mar 2019	3551/10011

United Arab Emirates	LIVERPOOL FOOTBALL CLUB CREST	121928	6 Nov 2008	126676	13 Dec 2010	Registered	6 Nov 2018	3551/10011
United Arab Emirates	LIVERPOOL FOOTBALL CLUB CREST	127046	16 Mar 2009	127046	27 Mar 2013	Registered	16 Mar 2019	3551/10011
United Arab Emirates	LIVERPOOL FOOTBALL CLUB CREST	213869	30 Jun 2014	213869	8 Mar 2017	Registered	30 Jun 2024	3551/10011
United Arab Emirates	LIVERPOOL FOOTBALL CLUB CREST	213871	30 Jun 2014	213871	12 Jul 2017	Registered	30 Jun 2024	3551/10011
United Arab Emirates	LIVERPOOL FOOTBALL CLUB CREST	127044	16 Mar 2009	127044	17 Apr 2013	Registered	16 Mar 2019	3551/10011
United Kingdom	6 TIMES	00003312504	22 May 2018	00003312504	31 Aug 2018	Registered	22 May 2028	3551/10076
United Kingdom	ANFIELD	00002027752	20 Jul 1995	00002027752	20 Jul 1995	Registered	20 Jul 2025	3551/10011
United Kingdom	ANFIELD	00002251416	4 Nov 2000	00002251416	4 Nov 2000	Registered	4 Nov 2020	3551/10011
United Kingdom	FOREVER REDS	00003300430	29 Mar 2018	00003300430	29 Mar 2018	Registered	29 Mar 2028	3551/10011
United Kingdom	KOP RUN	00003367352	16 Jan 2019			Pending		3551/10011
United Kingdom	L.F.C. & LIVER BIRD Device	00001252096	12 Oct 1985	00001252096	12 Oct 1985	Registered	12 Oct 2026	3551/10011
United Kingdom	L.F.C. & LIVER BIRD Device	00002253932	24 Nov 2000	00002253932	24 Nov 2000	Registered	24 Nov 2020	3551/10011

United Kingdom	L.F.C. & LIVER BIRD Device	00002251417	4 Nov 2000	00002251417	4 Nov 2000	Registered	4 Nov 2020	3551/10011
United Kingdom	LET'S TALK ABOUT SIX BABY /LET'S TALK ABOUT 6 BABY (series of 2)	00003403948	3 Jun 2019			Pending		3551/10077
United Kingdom	LFC	00002027743	20 Jul 1995	00002027743	20 Jul 1995	Registered	20 Jul 2025	3551/10011
United Kingdom	LFC	00002251377	4 Nov 2000	00002251377	4 Nov 2000	Registered	4 Nov 2020	3551/10011
United Kingdom	LIVERPOOL	00003408413	20 Jun 2019			Pending		3551/10050
United Kingdom	LIVERPOOL FOOTBALL CLUB	00002358371	15 Mar 2004	00002358371	15 Mar 2004	Registered	15 Mar 2024	3551/10011
United Kingdom	LIVERPOOL FOOTBALL CLUB	00002253936	24 Nov 2000	00002253936	24 Nov 2000	Registered	24 Nov 2020	3551/10011
United Kingdom	LIVERPOOL FOOTBALL CLUB crest (Series of two)	00002358372	15 Mar 2004	00002358372	15 Mar 2004	Registered	15 Mar 2024	3551/10011
United Kingdom	LIVERPOOL FOOTBALL CLUB Shield	00002502015	10 Nov 2008	00002502015	10 Nov 2008	Registered	10 Nov 2028	3551/10011
United Kingdom	LIVERPOOL FOOTBALL CLUB Shield	00001099121	22 Jul 1978	00001099121	22 Jul 1978	Registered	22 Jul 2029	3551/10011
United Kingdom	SGG APPAREL Logo	00003261155	4 Oct 2017			Pending		3551/10011
United Kingdom	SGG Logo	00003261166	4 Oct 2017			Pending		3551/10011

United Kingdom	SIX BABY / 6 BABY (series of 2)	00003403940	3 Jun 2019			Pending		3551/10078
United Kingdom	THE KOP	00002509683	26 Feb 2009	00002509683	26 Feb 2009	Registered	26 Feb 2029	3551/10011
United Kingdom	THIS IS ANFIELD	00002030287	12 Aug 1995	00002030287	12 Aug 1995	Registered	12 Aug 2025	3551/10011
United Kingdom	THIS IS ANFIELD	00002251376	4 Nov 2000	00002251376	4 Nov 2000	Registered	4 Nov 2020	3551/10011
United Kingdom	THIS IS ANFIELD Logo	00002253931	24 Nov 2000	00002253931	24 Nov 2000	Registered	24 Nov 2020	3551/10011
United Kingdom	THIS IS ANFIELD Logo	00002251414	4 Nov 2000	00002251414	4 Nov 2000	Registered	4 Nov 2020	3551/10011
United Kingdom	THIS IS ANFIELD Logo (Series of two)	00002048003	8 Dec 1995	00002048003	8 Dec 1995	Registered	8 Dec 2025	3551/10011
United Kingdom	THIS MEANS MORE	00003308817	4 May 2018	00003308817	4 May 2018	Registered	4 May 2028	3551/10011
United Kingdom	YNWA	00002519278	24 Jun 2009	00002519278	24 Jun 2009	Registered	24 Jun 2029	3551/10011
United Kingdom	YOU'LL NEVER WALK ALONE	00002270283	17 May 2001	00002270283	17 May 2001	Registered	17 May 2021	3551/10011
United States of America	L.F.C. & LIVER BIRD Device (2)	79152286	29 May 2014	4910693	8 Mar 2016	Protected	19 Jul 2020	3551/10011
United States of America	L.F.C. & LIVER BIRD Device (2)	79975209	19 Jul 2010	4169888	10 Jul 2012	Protected	19 Jul 2020	3551/10011
United States of America	LIVERPOOL FOOTBALL CLUB CREST	79008472	15 May 2004	3307401	9 Oct 2007	Protected	15 May 2024	3551/10011

United States of America	LIVERPOOL FOOTBALL CLUB CREST	79152283	29 May 2014	4910692	8 Mar 2016	Protected	12 Mar 2019	3551/10011
United States of America	LIVERPOOL FOOTBALL CLUB CREST	79071309	12 Mar 2009	3867538	26 Oct 2010	Protected	12 Mar 2019	3551/10011
United States of America	THE NORMAL ONE	86797431	23 Oct 2015	5089345	29 Nov 2016	Registered	29 Nov 2026	3551/10011
Vietnam	L.F.C. & LIVER BIRD Device (2)	1062722	29 May 2014	1062722	29 May 2014	Protected	19 Jul 2020	3551/10011
Vietnam	LIVERPOOL FOOTBALL CLUB CREST	1008762	29 May 2014	1008762	29 May 2014	Protected	12 Mar 2019	3551/10011
Vietnam	THE NORMAL ONE	4201601019	13 Jan 2016	295817	26 Feb 2018	Registered	13 Jan 2026	3551/10011
WIPO	L.F.C. & LIVER BIRD Device (2)	1232280	6 Aug 2014	1232280	6 Aug 2014	Registered	6 Aug 2024	3551/10011
WIPO	L.F.C. & LIVER BIRD Device (2)	1062722	19 Jul 2010	1062722	19 Jul 2010	Registered	19 Jul 2020	3551/10011
WIPO	LIVERPOOL FOOTBALL CLUB CREST	860802	14 Apr 2005	860802	14 Apr 2005	Registered	14 Apr 2025	3551/10011
WIPO	LIVERPOOL FOOTBALL CLUB CREST	842098	15 May 2004	842098	15 May 2004	Registered	15 May 2024	3551/10011
WIPO	LIVERPOOL FOOTBALL CLUB CREST	1231215	6 Aug 2014	1231215	6 Aug 2014	Registered	6 Aug 2024	3551/10011

WIPO	LIVERPOOL FOOTBALL CLUB CREST	1008762	12 Mar 2009	1008762	12 Mar 2009	Registered	12 Mar 2019	3551/10011
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**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 Natwest Markets 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: Natwest Markets 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 Natwest Markets 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

NATWEST MARKETS PLC

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

To: Natwest Markets 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 Natwest Markets 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: Natwest Markets 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.

)
)

Director

Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

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

)
)
)

Director

Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

EXECUTED AS A DEED by
ANFIELD ARENA LIMITED

)
)

Director

Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

EXECUTION PAGE TO DEBENTURE

The Chargors

EXECUTED AS A DEED by
UKSV HOLDINGS COMPANY LTD.

)
)

Director

Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

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

)
)
)

Director

Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

EXECUTED AS A DEED by
ANFIELD ARENA LIMITED

)
)

Director

Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

EXECUTED AS A DEED by
LIVERPOOLEC TV LIMITED

)
)

Director

Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

EXECUTED AS A DEED by
LIVERPOOL WOMEN'S FC LIMITED

)
)
)

Director

Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

EXECUTED AS A DEED by
LIVERPOOLFC.TV LIMITED

)
)

.....

Director

.....

Name of Director

in the presence of:

.....

Signature of witness

.....

Name of witness

.....

Address of witness

EXECUTED AS A DEED by
LIVERPOOL WOMEN'S FC LIMITED

)
)
)

.....

Director

/ Peter Moore

Name of Director

in the presence of:

.....

Signature of witness

Joanna Roberts

Name of witness

.....

Address of witness

THE SECURITY AGENT

For and on behalf of

NATWEST MARKETS PLC

By:



LEE DUNNITT