



Registration of a Charge

Company name: **EVERTON FOOTBALL CLUB COMPANY,LIMITED(THE)**

Company number: **00036624**



X69YJDHR

Received for Electronic Filing: **04/07/2017**

Details of Charge

Date of creation: **30/06/2017**

Charge code: **0003 6624 0054**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **ANY LAND IN WHICH THE COMPANY HAS ANY RIGHT, TITLE OR INTEREST, WHETHER NOW OR IN THE FUTURE.**

Contains fixed charge(s).

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

Contains negative pledge.

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:

WARD HADAWAY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 36624

Charge code: 0003 6624 0054

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2017 and created by EVERTON FOOTBALL CLUB COMPANY,LIMITED(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2017 .

Given at Companies House, Cardiff on 6th July 2017

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

Debenture

Dated 30 June 2017

The Everton Football Club Company Limited
(the Chargor)

Barclays Bank PLC
(the Bank)

This Debenture is subject to the terms of the Intercreditor Agreement (as defined herein)

Contents

1	Definitions and interpretation	1
2	Covenant to pay.....	5
3	Intercreditor and ranking	5
4	Creation of Security	5
5	Nature of Security created	6
6	Conversion of floating charge	6
7	Negative covenants	7
8	Enforcement	8
9	Appointment and powers of Receivers.....	9
10	Protection of purchasers	10
11	Protection of the Bank and Receivers	10
12	Preservation of Security	11
13	Tacking	12
14	Further assurance.....	13
15	Power of attorney.....	13
16	Currency	14
17	Discharge of Security	14
18	Assignment.....	14
19	Amendments and waivers.....	14
20	Governing law and enforcement	15
	Schedule 1 – Land charged by way of legal mortgage.....	16

Debenture

Dated 30 June 2017

Between

- (1) **The Everton Football Club Company Limited**, a company incorporated under the laws of England and Wales with registered number 00036624 having its registered office at Goodison Park, Goodison Road, Liverpool, L4 4EL (the **Chargor**); and
- (2) **Barclays Bank PLC** (the **Bank**).

Recitals

- A. The Bank has agreed to make an overdraft facility available to the Chargor on the terms set out in the Facility Letter.
- B. The Chargor has agreed to provide Security to the Bank to secure the payment and discharge of the Secured Liabilities.

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Facility Letter have the same meanings in this Debenture unless they are expressly defined herein and, in addition, in this Debenture:

Act means the Law of Property Act 1925.

Default Rate means the Excess Interest Rate as defined in the Facility Letter.

Enforcement Event means any of the Secured Liabilities having become due and payable and, following demand by the Bank in accordance with the terms of the Facility Letter, have not been paid by the Chargor when due.

Equipment means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment.

Excluded ICBC Assets has the meaning given to the term "Excluded Assets" in the Intercreditor Agreement provided that any asset comprising Excluded ICBC Assets shall not be an Excluded ICBC Asset for the purposes of this Debenture where the Junior Liabilities have been fully and finally discharged to the satisfaction of the Junior Creditor.

Junior Creditor has the meaning given to it in the Intercreditor Agreement.

Junior Liabilities has the meaning given to it in the Intercreditor Agreement.

Excluded Other Assets means any property or asset in which the Chargor has an interest the terms of which (in the case of a chose of action) or the terms on which such other property or asset is held (in the case of all other assets) preclude either absolutely or conditionally the Chargor from creating the Security that would otherwise be created or is

purported to be created over such property or asset by or pursuant to the fixed charges contained in Clause 4 (*Creation of Security*) provided always that this shall not, for the avoidance of doubt, include the Merit Payments Fund.

Facility Letter means:

- (a) the facility letter dated on or around the date of this Debenture between the Chargor and the Bank; and
- (b) any document supplementing, replacing, extending, increasing or otherwise amending the facility letter referred to in paragraph (a) above.

Floating Charge means the floating charge dated 14 February 2003 made between the Chargor and the Bank

Intercreditor Agreement has the meaning given to it in the Facility Letter.

Investments means:

- (a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations); and
- (b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,

and includes all dividends, interest and other distributions paid or payable on or in respect of them but excludes any investment in (including subscription for shares in) any Excluded Subsidiary.

Land has the same meaning as it has in section 205(1) of the Act.

Merit Payments Fund all rights, title and interest of the Debtor in and to and all benefits of the Debtor under or in connection with all amounts in relation to or deriving from the fund established out of UK Broadcasting Money (as defined in The Premier League Rules set out in the Premier League Handbook for the 2016/17 Season (as amended, supplemented, restated, revised or replaced from time to time including subsequent football seasons) ("**Premier League Rules**")) and distributed in accordance with rule D17.2 of the Premier League Rules;

Obligor means the Chargor and any other Group Company which is or becomes party to the Facility Letter as a borrower, guarantor or other obligor.

Receiver means a receiver appointed pursuant to this Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Bank is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them

Secured Liabilities all money and liabilities now or in the future due, owing or incurred (before or after that demand) by the Chargor to the Bank in any manner whether the money

and liabilities are due, owing or incurred actually or contingently, whether alone or jointly with any other person, and whether as principal or surety, and includes any liability (secured or unsecured) to a third party which subsequently becomes payable to the Bank by assignment or otherwise and all interest, commission, fees, charges, costs and expenses which the Bank may charge to the Chargor in the course of the Bank's business or incur in respect of the Chargor or its affairs such interest being calculated and compounded in accordance with the Bank's usual practice, before and also after any demand or judgment.

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Assets means all of the assets of the Chargor which are the subject of any Security created or to be created by this Debenture.

Security Period means the period starting on the date of this Debenture and ending on the date on which the Bank is satisfied that:

- (a) all of the Secured Liabilities have been fully and finally discharged; and
- (b) it is under no commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Facility Letter.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

1.2 Construction

1.2.1 Unless a contrary intention appears, any reference in this Debenture to:

- (a) the **Chargor**, the **Bank** or a **Receiver** includes any one or more of its assigns, transferees and successors in title, so far as any such is permitted;
- (b) the **Bank** or a **Receiver** (except for the references in Clause 15 (*Power of attorney*)) includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;
- (c) **assets** includes present, future, actual and contingent properties, revenues and rights of every description;
- (d) this **Debenture** or any other agreement or instrument is a reference to this Debenture or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time;
- (e) **indebtedness** includes any obligation, whether incurred as principal or as surety, for the payment or repayment of money, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;

- (f) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- (g) any **statute** or **statutory provision** includes any statute or statutory provision which amends, extends, consolidates or replaces it, or which has been amended, extended, consolidated or replaced by it, and any orders, regulations, instruments or other subordinate legislation made under it;
- (h) the words **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (i) **liabilities** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
- (j) the words **other** and **otherwise** shall not be construed *ejusdem generis* with any preceding words where a wider construction is possible; and
- (k) a **Clause** or **Schedule** is to be construed as a reference to the relevant clause of, or schedule to, this Agreement.

1.2.2 Section, clause and schedule headings are for ease of reference only.

1.2.3 An Enforcement Event is **continuing** if it has not been remedied or waived in writing.

1.3 Third party rights

1.3.1 Unless expressly provided to the contrary in this Debenture, a person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of this Debenture.

1.3.2 The parties to this Debenture may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Debenture without the consent of any person that is not a party.

1.3.3 Any person described in Clauses 10 (*Protection of purchasers*) or Clause 11 (*Protection of the Bank and Receivers*) may, subject to this Clause 1.3 (*Third party rights*) and the Third Parties Act, rely on any Clause of this Debenture which expressly confers rights on it.

1.4 Effect as a deed

This Debenture shall take effect as a deed even if it is signed under hand on behalf of the Bank.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the Facility Letter and of any side letters between any parties in relation to the Facility Letter are incorporated in this Debenture to the extent required to ensure that any purported disposition of an interest in Land contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 Covenant to pay

The Chargor covenants with the Bank that it will on demand pay and discharge the Secured Liabilities when due.

3 Intercreditor and ranking

3.1 The Security created under Clause 4 (*Creation of Security*) below, ranks in accordance with the Intercreditor Agreement.

3.2 All provisions of this Debenture will be subject to the Intercreditor Agreement.

4 Creation of Security

The fixed charges and mortgages referred to in Clauses 4.1 (*Land*) to 4.5 (*Insurances*) (inclusive) shall not apply to any property and assets that comprise Excluded Other Assets or Excluded ICBC Assets.

4.1 Land

The Chargor charges:

- (a) by way of legal mortgage its interest in the Land referred to in Schedule 1 (*Land charged by way of legal mortgage*); and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

4.2 Investments

The Chargor mortgages or (if or to the extent that this Debenture does not take effect as a mortgage) charges by way of fixed charge all its Investments, including those held for it by any nominee.

4.3 Equipment

The Chargor charges by way of fixed charge all its Equipment in so far as it is not charged by way of legal mortgage under Clause 4.1 (*Land*).

4.4 Uncalled capital

The Chargor charges by way of fixed charge its uncalled capital.

4.5 Insurances

The Chargor charges by way of fixed charge all its rights and interests under all contracts and policies of insurance.

4.6 Other assets

4.6.1 The Chargor charges by way of floating charge all its present and future business, undertaking and assets (other than the Excluded ICBC Assets) which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 4.

- 4.6.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture.

4.7 Trust

If or to the extent that the charging of any Security Asset is ineffective because of a prohibition on that charging, the Chargor holds it on trust for the Bank.

5 Nature of Security created

5.1 General

The Security created under this Debenture is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Bank; and
- (d) with full title guarantee.

6 Conversion of floating charge

6.1 Conversion on notice

Subject to Clause 6.2 (*Limitation*), the Bank may by notice to the Chargor at any time during the Security Period convert the floating charge created by this Debenture into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) an Enforcement Event has occurred which is continuing; or
- (b) the Bank reasonably considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.

6.2 Limitation

Clause 6.1 (*Conversion on notice*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

6.3 Automatic conversion

The floating charge created by this Debenture will convert automatically into fixed charges:

- (a) if the Bank receives notice of an intention to appoint an administrator of the Chargor;
- (b) if any formal steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional

liquidator, administrator or Receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed;

- (c) if the Chargor creates or attempts to create Security over all or any of the Security Assets, other than Security which is permitted by the terms of the Facility Letter;
- (d) on the crystallisation of any other floating charge over the Security Assets;
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other similar legal process; and
- (f) in any other circumstances prescribed by law.

7 Negative covenants

The covenants in this Clause 7 remain in force from the date of this Debenture until the expiry of the Security Period.

7.1 Disposals

Except where to do so would be permitted by the terms of the Facility Letter, the Chargor shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, license, loan, or otherwise dispose of any Security Asset, or enter into an agreement to make any such disposal.

7.2 Negative pledge

7.2.1 Except as permitted by the terms of the Facility Letter, the Chargor shall not create or permit to subsist any Security over any Security Asset.

7.2.2 Except as permitted by the terms of the Facility Letter, the Chargor shall not:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

7.3 Floating Charge

The Chargor and the Bank agree that clause 3.2 of the Floating Charge shall, with effect from the date of this Debenture, cease to have any force and effect and shall, for all purposes, be replaced in its entirety by the provisions of this Debenture.

8 Enforcement

8.1 When Security becomes enforceable

The Security created by this Debenture shall become enforceable:

- (a) on the occurrence of an Enforcement Event which is continuing; or
- (b) if the Chargor so requests.

8.2 Powers on enforcement

At any time after the Security created by this Debenture has become enforceable in accordance with Clause 8.1 (*When Security becomes enforceable*) the Bank may (without prejudice to any other of its rights and remedies and without notice to the Chargor) do all or any of the following:

- (a) sell or otherwise dispose of the Security Assets, and otherwise exercise all the other powers and rights conferred on mortgagees by the Act, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 109(1) of the Act;
- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (c) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Bank insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (d) subject to Clause 9.1.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- (e) appoint an administrator of the Chargor.

8.3 Disposal of the Security Assets

In exercising the powers referred to in paragraph (a) of Clause 8.2 (*Powers on enforcement*), the Bank or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

8.4 Application of moneys

8.4.1 Any moneys received or recovered by the Bank or a Receiver pursuant to this Debenture after the Security created by it has become enforceable shall, subject to any claims having priority, be applied in the following order of priority:

- (a) in or towards the pro rata payment or provision for:
 - (i) all costs and expenses incurred by the Bank under or in connection with this Debenture; and
 - (ii) all sums owing to a Receiver;

(b) in or towards the discharge of the Secured Liabilities in any order chosen by the Bank; and

(c) then, in the payment of any surplus to the Chargor or other person entitled to it,

and section 109(8) of the Act shall not apply.

8.4.2 Clause 8.4.1 will override any appropriation made by the Chargor.

9 Appointment and powers of Receivers

9.1 Method of appointment and removal

9.1.1 The Bank may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

9.1.2 Every appointment or removal of a Receiver, of any delegate or of any other person by the Bank pursuant to this Debenture may be made in writing under the hand of any officer or manager of the Bank (subject to any requirement for a court order in the removal of an administrative receiver).

9.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the Bank under this Debenture;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) which are specified in Schedule 1 of the Insolvency Act 1986 in relation to, and to the extent applicable to, the Security Assets or any of them (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- (d) in relation to any Security Asset, which he would have if he were its only absolute owner.

9.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Debenture.

9.4 Receiver as agent

Every Receiver shall be the agent of the Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

9.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Bank, and the maximum rate specified in section 109(6) of the Act shall not apply.

10 Protection of purchasers

No purchaser or other person dealing with the Bank or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Bank or any Receiver to exercise any of the powers conferred by this Debenture has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Bank, to any Receiver or to any other person.

11 Protection of the Bank and Receivers

11.1 Exclusion of liability

None of the Bank, any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under Clause 16 (*Currency*);
- (d) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargor); or
- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct on the part of that person.

11.2 General indemnity

11.2.1 The Chargor shall indemnify the Bank, any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following:

- (a) any act or omission by any of them in relation to all or any of the Security Assets pursuant to and in accordance with the terms of this Debenture;

- (b) any payment relating to or in respect of all or any of the Security Assets which becomes payable at any time by any of them in connection with this Debenture or by operation of law;
- (c) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Debenture;
- (d) carrying out any of the rights, powers and discretions conferred on them by or permitted under this Debenture; and
- (e) any breach by the Chargor of any of its covenants or other obligations to the Bank in connection with this Debenture,

except in the case of gross negligence or wilful misconduct on the part of that person.

11.2.2 The Chargor shall pay interest at the Default Rate on the sums payable under this Clause from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

11.3 Indemnity out of the Security Assets

The Bank, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 11.2 (*General indemnity*).

12 Preservation of Security

12.1 Reinstatement

If any payment by the Chargor or discharge given by the Bank (whether in respect of the obligations of any Obligor or any Security for those obligations or otherwise) is reasonably considered by the Bank to be capable of being avoided or reduced or is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- (a) the liabilities of the Chargor and the Security created by this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Bank shall be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

12.2 Chargor intent

The Chargor expressly confirms that it intends that the Security created by this Debenture shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Facility Letter and/or any facility or amount made available under the Facility Letter for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;

- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

12.3 Appropriations

During the Security Period the Bank may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities recovered under this Debenture, or, subject to Clause 8.4 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received or recovered from the Chargor in connection with this Debenture or on account of the Secured Liabilities.

12.4 Additional Security

This Debenture is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to the Bank.

12.5 New accounts

If the Bank receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts in the name of the Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by or on behalf of the Chargor to the Bank:

- (a) shall be credited or be treated as having been credited to the new account; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the Bank received or was deemed to have received such notice.

13 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Bank confirms that it shall make further advances to the Chargor on the terms and subject to the conditions of the Finance Documents.

14 Further assurance

14.1 Registration at Companies House

The Chargor consents to the registration of this Debenture at Companies House pursuant to Part 25 of the Companies Act 2006.

14.2 Application to Land Registrar

The Chargor consents to the registration against the registered titles specified in Schedule 1 (*Land charged by way of legal mortgage*) of:

(a) a restriction in the following terms:

"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 Barclays Bank PLC referred to in the charges register or their conveyancer. (Form P)"; and

(b) a notice that the Bank is under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

14.3 Further action

14.3.1 The Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Bank may reasonably require in order to:

- (a) give effect to the terms of this Debenture;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Debenture;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Debenture with any other Security over any assets of the Chargor; or
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Bank, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may disapply section 93 of the Act.

14.3.2 Nothing in this Clause shall require the Chargor to register any Security created over any Intellectual Property at any intellectual property register in the United Kingdom or in any other jurisdiction.

14.4 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 14.

15 Power of attorney

The Chargor irrevocably and by way of security appoints each of:

- (a) the Bank;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Bank; and
- (c) any Receiver,

jointly and severally as the Chargor's attorney, in the Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of an Enforcement Event which is continuing or following the failure by the Chargor to comply with a written request from the Bank, to take any action and sign or execute any further documents which the Chargor is required to take, sign or execute in accordance with this Debenture. The Chargor agrees, promptly on the written request of the Bank or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

16 Currency

16.1 The Spot Rate

In this Clause 16, the **Spot Rate** means, in relation to the Bank, the spot rate of exchange of the Bank for the purchase of any currency with any other currency in the London foreign exchange market.

16.2 Conversion of moneys received

The Bank may convert any moneys received, recovered or realised in any currency under this Debenture (including the proceeds of any previous conversion under this Clause 16) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate.

17 Discharge of Security

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, unless any third party has any subrogation or other rights in respect of the Security created by this Debenture at that time, the Bank shall, or shall procure that its appointees will, at the request and cost of the Chargor:

- (a) release the Security Assets from this Debenture; and
- (b) re-assign to the Chargor those Security Assets that have been assigned to the Bank under Clause 3 (*Creation of Security*).

Section 93 of the Act shall not apply to this Debenture.

18 Assignment

The Bank may assign any of its rights under this Debenture to any person or otherwise grant an interest in them to any person.

19 Amendments and waivers

Any term of this Debenture may be amended or waived only with the written consent of the Chargor and the Bank.

20 Governing law and enforcement

20.1 Governing law

English law governs this Debenture, its interpretation and any non-contractual obligations arising from or connected with it.

20.2 Jurisdiction

20.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) (a **Dispute**).

20.2.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

20.2.3 Notwithstanding Clause 20.2.1, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

Executed as a deed and delivered on the date appearing at the beginning of this Debenture.

Schedule 1 – Land charged by way of legal mortgage

Part 1– Registered Land

Description and address

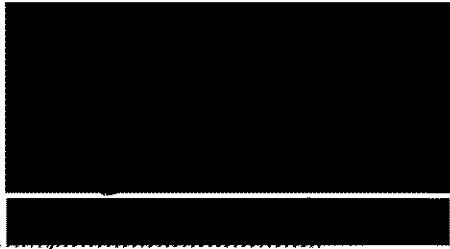
Title number

Part 2 – Unregistered Land

The Chargor

Executed as a deed by **The Everton
Football Club Company Limited**
acting by a director in the presence of:

)
)
)



Signature of witness:

Name of witness:

Address

Irina Daniels
20 Delves Avenue
Thunbridge Wells
Kent TN2 5DR

The Bank

Executed as a deed by **Barclays
Bank PLC**
acting by an authorised signatory
in the presence of:

)
)
)
)

Signature of witness:

Name of witness:

Address

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