



Registration of a Charge

Company name: **Tottenham Hotspur Stadium Development Limited**

Company number: **10148712**



X6778XCO

Received for Electronic Filing: **25/05/2017**

Details of Charge

Date of creation: **22/05/2017**

Charge code: **1014 8712 0001**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (AS SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE FACILITIES AGREEMENT, AS DEFINED IN THE DEBENTURE)) (IN SUCH CAPACITY, THE "SECURITY AGENT")**

Brief description:

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: **TARIK SHARIF, SOLICITOR, DLA PIPER UK LLP, LONDON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10148712

Charge code: 1014 8712 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2017 and created by Tottenham Hotspur Stadium Development Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th May 2017 .

Given at Companies House, Cardiff on 26th May 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**

DATED

22 May 2017

(1) TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC CO. LTD
as the Club

(2) TOTTENHAM HOTSPUR STADIUM LIMITED
as StadCo

(3) TOTTENHAM HOTSPUR FOOTBALL CLUB HOLDINGS LIMITED
as Club HoldCo

(4) TOTTENHAM HOTSPUR STADIUM DEVELOPMENT LIMITED
as Stadium HoldCo

(5) TOTTENHAM HOTSPUR LIMITED
as Parent

- and -

(6) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
as Security Agent

DEBENTURE



DLA PIPER

I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 23 May 2017

SIGNED _____
DLA PIPER UK LLP

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TJN/TJN/96473/120007/UKM/79365745.20

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THIS DEED is made on

22 May 2017

BETWEEN:

- (1) **TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC CO. LTD**, a limited liability company incorporated under the laws of England and Wales with company number 00057186 and whose registered office is at Lilywhite House, 782 High Road, London N17 0BX (the "Club");
- (2) **TOTTENHAM HOTSPUR STADIUM LIMITED**, a limited liability company incorporated under the laws of England and Wales with company number 10151725 and whose registered office is at Lilywhite House, 782 High Road, London N17 0BX ("StadCo");
- (3) **TOTTENHAM HOTSPUR FOOTBALL CLUB HOLDINGS LIMITED**, a limited liability company incorporated under the laws of England and Wales with company number 10443734 and whose registered office is at Lilywhite House, 782 High Road, London N17 0BX ("Club HoldCo");
- (4) **TOTTENHAM HOTSPUR STADIUM DEVELOPMENT LIMITED**, a limited liability company incorporated under the laws of England and Wales with company number 10148712 and whose registered office is at Lilywhite House, 782 High Road, London N17 0BX ("Stadium HoldCo");
- (5) **TOTTENHAM HOTSPUR LIMITED**, a limited liability company incorporated under the laws of England and Wales with company number 01706358 and whose registered office is at Lilywhite House, 782 High Road, London N17 0BX (the "Parent"); and
- (6) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (as security trustee for the Secured Parties (as defined in the Facilities Agreement, as defined below)) (in such capacity, the "Security Agent").

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Facilities Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and

- (b) the following terms have the following meanings:

"Act" means the Law of Property Act 1925;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.5 (*Security assignments*);

"Charged Accounts" means the accounts charged by or pursuant to this Deed;

"Charged Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences granted to any Chargor in any part of the world but excluding, until such time as any necessary consents have been obtained, any licence the terms of which restrict or prohibit (whether by the requirement of consent or otherwise) the charging of such licence) in Core Intellectual Property (including, without limitation, the intellectual property rights (if any) specified in part 6 of schedule 1 (*Details of Security Assets*));

"Charged Investments" means:

- (a) the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities now or in future owned (legally or beneficially) by a Chargor (other than the Parent) or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time; and
- (b) the Charged Shares and all present and future Related Rights accruing to all or any of the Charged Shares;

"Charged Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed);

"Charged Shares" means all Charged Securities in the Club or StadCo owned by a HoldCo Shareholder or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which a HoldCo Shareholder has an interest at any time (including, without limitation, the securities specified in part 2 of schedule 1 (*Details of Security Assets*));

"Chargors" means the Club, StadCo, Club HoldCo, Stadium HoldCo and the Parent;

"Club Share Transfer Date" means the date on which all the issued shares in the Club are transferred from the Parent to Club HoldCo;

"Collateral Project Accounts" means:

- (a) the Construction Account; and
- (b) the Debt Service Reserve Account,

and including but not limited to the accounts (if any) specified as such in part 3 of schedule 1 (*Details of Security Assets*);

"Collection Account" has the meaning given to that term in clause 9.2(a);

"Declared Default" means an Event of Default in respect of which the Agent has served a notice on the Parent that the Agent exercises one or more of its rights pursuant to clause 24.16 (*Acceleration*) of the Facilities Agreement;

"Excluded Assets" means:

- (a) any property or asset which as at the date of this Deed is subject to any Security or Quasi-Security arising under or in connection with the Investec Security Documents; and

- (b) any property or asset in which the Club has an interest the terms of which (in the case of a chose in 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 Club from creating the Security that would otherwise be created or is purported to be created over such property or asset by or pursuant to clause 5 (*Floating charge*);

"Facilities Agreement" means the term and revolving facilities agreement dated on or about 29 March 2017 and made between (1) Tottenham Hotspur Limited as Parent, (2) Tottenham Hotspur Stadium Limited as StadCo and the Term Facility Borrower, (3) Tottenham Hotspur Football & Athletic Co. Ltd as the Club and the Revolving Facility Borrower, (4) the other subsidiaries of the Parent listed in part 1 of schedule 1 to it, together with the Parent, the Club and StadCo as Original Guarantors, (5) the financial institutions listed in part 2 of schedule 1 to it as Arrangers, (6) the financial institutions listed in part 3 of schedule 1 to it as Original Lenders, (7) HSBC Bank plc as Agent and (9) HSBC Corporate Trustee Company (UK) Limited as Security Agent, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers;

"HoldCo Shareholders" means:

- (a) in respect of the Club:
- (i) from the date of this Deed until the date of the Club Share Transfer Date, the Parent; and
 - (ii) from the date of the Club Share Transfer Date, Club HoldCo; and
- (b) in respect of StadCo, Stadium HoldCo;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of StadCo, or in which StadCo from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 5 of schedule 1 (*Details of Security Assets*));

"Material Relevant Contract" means:

- (a) each Hedging Agreement;
- (b) each Project Document (other than the Planning Agreement, the Planning Permission and the Lease);
- (c) each Material Trade Contract;
- (d) each Key Professional Appointment;
- (e) each Technical Sponsorship Agreement;
- (f) each Restricted Contract (other than any Signature Partner Agreement);
- (g) each Signature Partner Agreement where the total amount payable under such Signature Partner Agreement to a Chargor by any person exceeds £5,000,000 (or its equivalent in any other currency or currencies) in any Financial Year;
- (h) the NFL Venue Hire Agreement; and

- (i) each Material Revenue Contract (other than the NFL Venue Hire Agreement) where the total amount payable under such Material Revenue Contract to a Chargor by any person exceeds £5,000,000 (or its equivalent in any other currency or currencies) in any Financial Year,

together with each other agreement supplementing or amending or novating or replacing the same;

"NFL Venue Hire Agreement" means the venue hire agreement in respect of the Stadium between the Parent and NFL International LLC entered into on 2 July 2015;

"Nike" means Nike European Operations Netherlands B.V. of Colosseum 1, 1213NL Hilversum, The Netherlands;

"Other Project Accounts" means the Project Accounts (other than the Collateral Project Accounts) and including but not limited to the accounts (if any) specified as such in part 4 of schedule 1 (*Details of Security Assets*);

"Party" means a party to this Deed;

"Real Property" means all estates and interests in freehold, feuhold, leasehold, heritable and other immovable property (wherever situated) together with:

- (a) all buildings, fixtures (including trade fixtures), fittings and fixed plant or machinery at any time on that property;
- (b) all easements, servitudes, rights and agreements in respect of that property;
- (c) all rents from and proceeds of sale of that property; and
- (d) the benefit of all covenants given in respect of that property,

now or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 1 (*Details of Security Assets*));

"Receivables" means, for any Chargor, all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, that Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing,

except that, for the Parent, such term shall be limited to the foregoing arising from a Security Asset of the Parent;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets which is or may be appointed by the Security Agent in accordance with clause 12.3 (*Powers of Security Agent*);

"Related Rights" means, in relation to any Charged Investment:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Investment or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Investment whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means each Material Relevant Contract, each Trade Contract, each Professional Appointment and each Small Works Order, together with each other agreement supplementing or amending or novating or replacing the same;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to the Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed);

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed; and

"Security Period" means the period beginning on the date of this Deed and ending on the first date on which:

- (a) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) all Commitments have been cancelled or have otherwise ceased to be in force.

1.2 Interpretation

- (a) Unless a contrary indication appears, in this Deed the provisions of clause 1.2 (*Construction*) of the Facilities Agreement (other than clause 1.2(d)) apply to this Deed as though they were set out in full in this Deed, except that references to "*this Agreement*" will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a "**Chargor**", the "**Security Agent**" or any other "**Secured Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (ii) "**this Deed**", the "**Facilities Agreement**", any other "**Finance Document**" or any other agreement or instrument is a reference to this Deed, the Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Obligor or provides for further advances);

- (iii) "**Secured Liabilities**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any Obligor;
 - (iv) "**reasonable endeavours**" includes payment by the relevant person of all its own and any third party's reasonable costs, fees and expenses;
 - (v) "**including**" or "**includes**" means including or includes without limitation;
 - (vi) "**this Security**" means the Security created or evidenced by or pursuant to this Deed; and
 - (vii) a reference to a "**Plan**" is a reference to a plan contained in schedule 2 (*Plans*).
- (c) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed:
- (i) must be complied with at all times during the Security Period; and
 - (ii) is given by such Chargor for the benefit of each Secured Party.
- (d) The terms of the other Finance Documents, and of any side letters between any of the parties to them in relation to any Finance Document, are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (e) If the Security Agent or the Agent reasonably considers that an amount paid by any Obligor to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such Obligor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Trust

All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Security Agent are made, created and entered into in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms of the Facilities Agreement.

1.5 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.6 Delivery

The Parties intend this Deed to be delivered on the first date specified on page 1 of this Deed.

2. COVENANT TO PAY

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Liabilities from time to time when they fall due.
- (b) Every payment by a Chargor of a Secured Liability which is made to or for the benefit of a Secured Party to which that Secured Liability is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in clause 2(a).

3. GRANT OF SECURITY

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of the Security Agent;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Liabilities.

3.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

4. FIXED SECURITY

4.1 Fixed charges by StadCo

StadCo charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first legal mortgage:
 - (i) the Real Property specified in part I of schedule 1 (*Details of Security Assets*); and
 - (ii) all other Real Property (if any) at the date of this Deed vested in, or charged to, StadCo not charged by clause 4.1(a)(i);

- (b) by way of first fixed charge:
 - (i) all other Real Property and all interests in Real Property (not charged by clause 4.1(a));
 - (ii) all licences or other rights to enter upon or use land which is in use or is to be used for the purposes of the Project; and
 - (iii) the proceeds of sale of all Real Property;
- (c) by way of first fixed charge:
 - (i) the Collateral Project Accounts and all monies at any time standing to the credit of the Collateral Project Accounts; and
 - (ii) any Collection Account and all monies at any time standing to the credit of such Collection Account,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing; and
- (d) to the extent that any Assigned Asset is not effectively assigned by it under clause 4.5 (*Security assignments*), by way of first fixed charge such Assigned Asset.

4.2 Fixed charges by the Club

The Club charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first fixed charge:
 - (i) the Charged Intellectual Property owned by it (if any) specified in part 6 of schedule 1 (*Details of Security Assets*); and
 - (ii) all other Charged Intellectual Property (if any) not charged by clause 4.2(a)(i);
- (b) by way of first fixed charge, any Collection Account and all monies at any time standing to the credit of such Collection Account, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing; and
- (c) to the extent that any Assigned Asset is not effectively assigned by it under clause 4.5 (*Security assignments*), by way of first fixed charge such Assigned Asset.

4.3 Fixed charges by Club HoldCo and Stadium HoldCo

Each of Club HoldCo and Stadium HoldCo charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first fixed charge:

- (i) the Charged Shares in its name (if any) specified in part 2 of schedule 1 (*Details of Security Assets*); and
 - (ii) all other Charged Shares (if any) not charged by clause 4.3(a)(i),
- together with all Related Rights from time to time accruing to those Charged Shares;
- (b) by way of first fixed charge, any Collection Account and all monies at any time standing to the credit of such Collection Account, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing; and
 - (c) to the extent that any Assigned Asset is not effectively assigned by it under clause 4.5 (*Security assignments*), by way of first fixed charge such Assigned Asset.

4.4 Fixed charges by the Parent

The Parent charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first fixed charge:
 - (i) the Charged Intellectual Property owned by it (if any) specified in part 6 of schedule 1 (*Details of Security Assets*); and
 - (ii) all other Charged Intellectual Property (if any) not charged by clause 4.4(a)(i);
- (b) by way of first fixed charge:
 - (i) the Charged Shares in its name (if any) specified in part 2 of schedule 1 (*Details of Security Assets*); and
 - (ii) all other Charged Shares (if any) not charged by clause 4.4(b)(i),

together with all Related Rights from time to time accruing to those Charged Shares;
- (c) by way of first fixed charge, any Collection Account and all monies at any time standing to the credit of such Collection Account, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing; and
- (d) to the extent that any Assigned Asset is not effectively assigned by it under clause 4.5 (*Security assignments*), by way of first fixed charge such Assigned Asset.

4.5 Security assignments

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to the following assets:

- (a) in the case of StadCo only, all Available Funding Instruments (other than the Original Available Funding Instrument) and all rights and remedies in connection with them and all proceeds and claims arising from them;
- (b) the Material Revenue Contracts to which it is a party comprising Material Relevant Contracts, all rights and remedies in connection with such Material Revenue Contracts and all proceeds and claims arising from them;
- (c) the Relevant Contracts (other than (i) the Material Revenue Contracts referred to in paragraph (b) above and (ii) the Technical Sponsorship Agreement) to which it is a party, all rights and remedies in connection with such Relevant Contracts and all proceeds and claims arising from them;
- (d) all amounts receivable or recoverable by and all monetary claims owing to it under the terms of the Technical Sponsorship Agreement and all rights and remedies in connection with the payment of such amounts and the recovery of such monetary claims (subject to any entitlement which Nike or any of its Affiliates may have under the terms of the Technical Sponsorship Agreement to deduct or withhold amounts payable to any Chargor which it may continue to deduct or withhold from amounts payable to the Club or (where payment is required to be made to the Security Agent pursuant to the assignment) the Security Agent notwithstanding this assignment); and
- (e) in the case of StadCo only:
 - (i) all Insurances specified in part 5 of schedule 1 (*Details of Security Assets*); and
 - (ii) all other Insurances (if any) not assigned by clause 4.5(e)(i),and all claims under the Insurances and all proceeds of the Insurances.

To the extent that any Assigned Asset described in this clause 4.5 is not assignable, the assignment which this clause purports to effect shall operate only as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Assigned Asset.

4.6 Notice of assignment and/or charge

- (a) In respect of each Charged Account (other than a Project Account), promptly after the request by the Security Agent at any time following the occurrence of a Declared Default, each Chargor who holds that Charged Account shall deliver a duly completed notice to the bank maintaining the Charged Account and procure that the bank executes and delivers to the Security Agent an acknowledgement, in each case in the form or substantially the same form set out in schedule 3 (*Form of notice to and acknowledgement from bank*) or in such other form as the Security Agent shall agree.
- (b) In respect of each Available Funding Instrument in existence as at the date of this Deed, promptly after execution of this Deed, and in respect of each other Available

Funding Instrument, promptly after the obtaining of that Available Funding Instrument, StadCo shall deliver a duly completed notice of assignment to the issuer, and shall use its reasonable endeavours to procure that each such issuer executes and delivers to the Security Agent an acknowledgement, in each case in the form or substantially the same form set out in schedule 4 (*Form of notice to and acknowledgement from issuer of Available Funding Instrument*) or in such other form as the Security Agent shall agree.

(c) Subject to clause 4.6(d), in respect of:

- (i) each Material Relevant Contract executed on or before the date of this Deed (other than the Project Monitor Appointment Agreement and the Playing and Staging Agreement), promptly after the execution of this Deed;
- (ii) each Material Relevant Contract executed after the date of this Deed, promptly after the execution of that Material Relevant Contract; and
- (iii) each Relevant Contract (other than a Material Relevant Contract), promptly after a request by the Security Agent at any time following the occurrence of a Declared Default,

each Chargor who is party to that Relevant Contract (but excluding for these purposes any Relevant Contract which is not assignable or chargeable) shall:

- (A) deliver a duly completed notice to each other party to each such document assigned or charged pursuant to this clause 4; and
- (B) use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement,

in each case in the form or substantially the same form set out in schedule 5 (*Form of notice to and acknowledgement from party to Relevant Contract*) or in such other form as the Security Agent shall agree.

(d) The Parties acknowledge that:

- (i) clause 4.6(c) does not apply to any Project Monitor Appointment Agreement executed after the date of this Deed where that document is on the same or substantially similar terms as the Project Monitor Appointment Agreement delivered to the Agent pursuant to Clause 4.1 (*Initial conditions precedent*) and part 1 of Schedule 2 (*Conditions precedent*) of the Facilities Agreement; and
- (ii) in the case of any Construction Management Agreement, Trade Contract or Professional Appointment, each relevant Chargor's obligations in clauses 4.6(c)(iii)(A) and 4.6(c)(iii)(B) shall be satisfied by that Chargor and each other party to each such document entering into a direct agreement, collateral warranty or deed of warranty in favour of the Security Agent:
 - (A) in the case of the Construction Management Agreement, on the same or substantially similar terms as the Original Construction Management Direct Agreement;

- (B) in the case of a Trade Contract, on the same or substantially similar terms as set out in the Pro-Forma Trade Contract; and
 - (C) in the case of a Professional Appointment, on the same or substantially similar terms as the relevant Original Direct Agreement or any direct agreement or collateral warranty entered into pursuant to paragraph (b) of clause 22.3 (*Professional Appointments*) of the Facilities Agreement.
- (e) In respect of each of its Insurances in existence as at the date of this Deed, promptly after execution of this Deed, and in respect of each other Insurance, promptly after the obtaining of that Insurance, StadCo shall deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the form or substantially the same form set out in schedule 6 (*Form of notice to and acknowledgement by insurers*) or in such other form as the Security Agent shall agree.

4.7 Assigned Assets

- (a) The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of an Available Funding Instrument, Relevant Contract or Insurance against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.
- (b) Each Chargor may, in respect of the Assigned Assets to which it is a party and subject to the terms of the Facilities Agreement, exercise all rights (including the right to receive any payment for its own account), powers (including power of amendment and variation), discretions, claims and remedies expressed to be in its favour under such Assigned Assets, or which would (but for the assignment of such Assigned Assets) vest in it, in each case without the consent or approval of the Security Agent until a Declared Default has occurred and the Security Agent has delivered to the relevant Chargor notice to the contrary.

5. FLOATING CHARGE

Each Chargor (other than the Parent) charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4 (*Fixed security*) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland,

other than any and all property and assets that comprise Excluded Assets.

6. CONVERSION OF FLOATING CHARGE

6.1 Conversion by notice

The Security Agent may, by written notice to a Chargor (other than the Parent), convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of such Chargor specified in the notice if:

- (a) a Declared Default has occurred; or
- (b) the Security Agent considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

6.2 Small companies

The floating charge created under this Deed by any Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.

6.3 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) such Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security or a Permitted Transaction) on or over the relevant Security Asset without the prior written consent of the Security Agent; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of a Chargor which are subject to a floating charge if an administrator is appointed in respect of such Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

6.4 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 6.1 (*Conversion by notice*) in relation to any asset or class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other asset or class of assets or of any other right of the Secured Parties.

7. CONTINUING SECURITY

7.1 Continuing security

This Security is continuing and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

7.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which any Secured Party may at any time hold for any Secured Liability.

7.3 Right to enforce

This Deed may be enforced in accordance with its terms against each or any Chargor without any Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

8. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

9. PROVISIONS RELATING TO SECURITY ASSETS

9.1 Negative pledge and disposals

- (a) No Chargor shall do or agree to do any of the following without the prior written consent of the Security Agent:
 - (i) create or permit to subsist any Security or Quasi-Security on any Security Asset except as permitted under the terms of any Finance Document; or
 - (ii) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except as permitted under the terms of any Finance Document.
- (b) Notwithstanding anything contained in this Deed, no Chargor shall be restricted from granting any rights over, or licensing or using or otherwise exploiting, any Charged Intellectual Property if:
 - (i) in the case of any grant of rights over, or licence to use or exploit, any Charged Intellectual Property, that grant of rights or licence is on arm's length commercial terms for a prescribed period; and
 - (ii) the terms of such grant or licence, if entered into on or after the date of this Deed, permit that Chargor to assign by way of security its rights under the relevant instrument (provided that no such assignment shall be deemed to have been made pursuant to this sub-paragraph (ii)).

9.2 Receivables and Collection Accounts

- (a) Following the occurrence of a Declared Default, each Chargor shall (except where monies are required to be paid into a Collateral Project Account in accordance with the terms of any other Finance Document) immediately upon receipt pay all monies which it receives in respect of the Receivables into such specially designated

account(s) (not being a Project Account) opened with the Security Agent or an Acceptable Bank for such purpose as the Security Agent may from time to time direct (each such account together with all additions to or renewals or replacements thereof (in whatever currency) being a "Collection Account").

- (b) Following the occurrence of a Declared Default:
 - (i) each Chargor shall deal with the Receivables (both collected and uncollected) and the Collection Accounts in accordance with any directions given in writing from time to time by the Security Agent and, in default of and subject to such directions, in accordance with this Deed; and
 - (ii) the Security Agent may give any Chargor notice not to withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Security Agent (and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer) and that Chargor shall comply with that notice.
- (c) The Security Agent shall not direct a bank maintaining a Charged Account to transfer all or any part of the monies standing to the credit of a Charged Account to it or any other person other than where this Security is being enforced in accordance with its terms or, in the case of a Project Account, in accordance with the terms of the Account Bank Agreement.
- (d) If the right of a Chargor to withdraw the proceeds of any Receivables standing to the credit of a Collection Account results in the charge over that Collection Account being characterised as a floating charge, that will not affect the nature of any other fixed security created by any Chargor under this Deed on any of its outstanding Receivables.

9.3 Charged Investments

- (a) Following the occurrence of a Declared Default, the Security Agent may give any applicable Chargor notice to:
 - (i) instruct any clearance system to transfer any Charged Investment held by it for such Chargor or its nominee to an account of the Security Agent or its nominee with such clearance system; and
 - (ii) take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Charged Investment of such Chargor held in a clearance system,

and such Chargor shall promptly comply with that notice to the extent that the terms of the Charged Investment (or any terms agreed with any person in respect of the investment in that Charged Investment) permit it to do so.

- (b) Without prejudice to the rest of this clause 9.3, the Security Agent may following the occurrence of a Declared Default, at the expense of the relevant Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Charged Investments of such Chargor.

9.4 Charged Securities and Charged Shares

- (a) Each HoldCo Shareholder shall be entitled to:
- (i) receive, retain and dispose of all dividends, distributions and other monies paid on or derived from its Charged Shares in accordance with the Facilities Agreement; and
 - (ii) exercise all voting and other rights and powers attaching to its Charged Shares, provided that it must not do so in a manner which:
 - (A) has the effect of changing the terms of such Charged Shares (or any class of them) or of any Related Rights unless permitted by the Finance Documents; or
 - (B) is prejudicial to the interests of the Security Agent and/or the other Secured Parties in their respective capacities under the Finance Documents,

unless following the occurrence of a Declared Default the Security Agent has given notice to that HoldCo Shareholder that it is not so entitled.

- (b) At any time following the occurrence of a Declared Default:
- (i) the Security Agent may complete the instrument(s) of transfer for all or any Charged Investments on behalf of any applicable Chargor in favour of itself or such other person as it may select; and
 - (ii) the Security Agent may exercise or direct the exercise of (as applicable) all voting and other rights and powers attaching to the Charged Shares.
- (c) At any time when any Charged Investments are registered in the name of the Security Agent or its nominee, the Security Agent shall be under no duty to:
- (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Investment are duly and promptly paid or received by it or its nominee;
 - (ii) verify that the correct amounts are paid or received; or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Investment.
- (d) On or prior to the Club Share Transfer, Club HoldCo shall by way of security for the Secured Liabilities:
- (i) deposit with the Security Agent (or as the Security Agent may direct) all certificates and other documents of title or evidence of Club HoldCo's ownership of the Charged Securities and their Related Rights (including a copy of the updated register of members in respect of the Club); and

- (ii) execute and deliver to the Security Agent:
 - (A) instruments of transfer in respect of such Charged Securities (executed in blank and left undated); and/or
 - (B) such other documents as the Security Agent shall reasonably require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire legal title to such Charged Securities and their Related Rights (or to pass legal title to any purchaser).

10. POWER TO REMEDY

10.1 Power to remedy

If at any time a Chargor does not comply with any of its obligations under this Deed with respect to the Security Assets, the Security Agent (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default on written notice to the relevant Chargor specifying that default provided that the Security Agent acts reasonably in rectifying that default. The relevant Chargor irrevocably authorises the Security Agent and its employees and agents by way of security to do all such things (including entering the property of such Chargor) which are necessary or desirable to rectify that default provided that such persons act reasonably in doing so.

10.2 Mortgagee in possession

The exercise of the powers of the Security Agent under this clause 10 shall not render it, or any other Secured Party, liable as a mortgagee in possession.

10.3 Monies expended

The relevant Chargor shall pay to the Security Agent on demand any monies which are expended by the Security Agent (acting reasonably) in exercising its powers under this clause 10, together with interest from the date on which those monies were expended by the Security Agent (both before and after judgment) at the rate and otherwise in accordance with clause 8.3 (*Default interest*) of the Facilities Agreement.

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1 When enforceable

This Security shall become immediately enforceable upon the occurrence of a Declared Default.

11.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of a Declared Default.

11.3 Enforcement

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in such manner as it sees fit.

12. ENFORCEMENT OF SECURITY

12.1 General

For the purposes of all rights and powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to this Security. Any restriction on the right of a mortgagee to appoint a Receiver conferred by law (including under section 109(1) of the Act) does not apply to this Deed.

12.2 Powers of leasing

The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with section 99 or 100 of the Act.

12.3 Powers of Security Agent

- (a) At any time after this Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Security Agent may without further notice (unless required by law):
 - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver (other than an administrative receiver in respect of the Parent) of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor (other than the Parent); and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
 - (iv) exercise (in the name of any applicable Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them.
- (b) The Security Agent is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.

12.4 Privileges

- (a) Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.

- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargors under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003) (SI 2003 No 3226) each Receiver and the Security Agent shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (c) For the purpose of clause 12.4(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

12.5 No liability

- (a) Neither the Security Agent, any other Secured Party nor any Receiver shall be liable (i) in respect of all or any part of the Security Assets or (ii) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 12.5(a), neither the Security Agent, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

12.6 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or the Receiver is purporting to exercise has become exercisable;
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to the Security Agent or to the Receiver is to be applied.

13. RECEIVER

13.1 Removal and replacement

The Security Agent may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

13.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

13.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Agent (or, failing such agreement, to be fixed by the Security Agent).

13.4 Payment by Receiver

Only monies actually paid by a Receiver to the Security Agent in relation to the Secured Liabilities shall be capable of being applied by the Security Agent in discharge of the Secured Liabilities.

13.5 Agent of Chargors

Any Receiver shall be the agent of the Chargor in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

14. POWERS OF RECEIVER

14.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred on the Security Agent by clause 12.3 (*Powers of Security Agent*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986 (other than any Receiver appointed in respect of the Parent); and
- (d) all powers which are conferred by any other law conferring power on receivers.

14.2 Additional powers

In addition to the powers referred to in clause 14.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets of any Chargor and the business of any Chargor (other than the Parent) as he thinks fit;

- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;
 - (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor;
 - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor (other than the Parent) was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;
- (g) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit with respect to the Security Assets;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Security Agent shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of any Chargor (other than the Parent) and to transfer to any such Subsidiary all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease; and

- (m) to:
- (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
 - (iii) use the name of any Chargor for any of the above purposes; and
- (n) to do all such other acts and things as he may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Deed or otherwise incidental or conducive to the preservation, improvement or realisation of the Security Assets.

15. APPLICATION OF PROCEEDS

15.1 Order of application

Clause 28.1 (*Order of application*) of the Facilities Agreement is incorporated into this Deed as if fully set out in this Deed.

15.2 Prospective liabilities

Clause 28.2 (*Prospective liabilities*) of the Facilities Agreement is incorporated into this Deed as if fully set out in this Deed.

15.3 Appropriation and suspense account

- (a) Subject to clause 15.1 (*Order of application*), the Security Agent shall apply all payments received in respect of the Secured Liabilities in reduction of any part of the Secured Liabilities in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by any Chargor.
- (c) All monies received, recovered or realised by the Security Agent under or in connection with this Deed may at the discretion of the Security Agent be credited to a separate interest-bearing suspense account for so long as the Security Agent determines (with interest accruing thereon at such rate (if any) as the Security Agent may determine) without the Security Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Liabilities.

16. FURTHER ASSURANCE

Clause 21.25 (*Further assurance*) of the Facilities Agreement is incorporated into this Deed as if fully set out in this Deed.

17. DELEGATION

Each of the Security Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this

Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Agent nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

18. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action in accordance with clause 10.1 (*Power to remedy*) for the purposes of remedying any default by it under this Deed (including, without limitation, under clause 16 (*Further assurance*)). Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to and in accordance with its appointment under this clause.

19. CHANGES TO THE PARTIES

19.1 Chargors

No Chargor may assign any of its rights or obligations under this Deed.

19.2 Security Agent

The Security Agent may assign or transfer all or any part of its rights under this Deed pursuant to the resignation or removal of the Security Agent in accordance with the Facilities Agreement. Each Chargor shall, promptly after being requested to do so by the Security Agent, enter into such documents as may be reasonably necessary or desirable to effect such assignment or transfer.

20. MISCELLANEOUS

20.1 New accounts

- (a) If any Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security or a Permitted Transaction) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to such Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Liabilities.

20.2 Tacking

- (a) Each Finance Party shall perform its obligations under the Facilities Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

20.3 Land Registry

StadCo shall apply to the Chief Land Registrar (and consents to such application being made by or on behalf of the Security Agent) for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [◆] 20[◆] in favour of [◆] referred to in the charges register or their conveyancer."

20.4 Protective clauses

- (a) Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Security or any surety liability of a Chargor (whether or not known to it or to any Secured Party).
- (b) Clause 17 (*Guarantee and indemnity*) of the Facilities Agreement applies in relation to this Deed as if references to the obligations referred to in such clause respectively were references to the obligations of each Chargor under this Deed.

21. RELEASE

21.1 Release

The Security Agent shall:

- (a) upon the expiry of the Security Period, take whatever action is necessary or reasonably requested by the relevant Chargor to release or re-assign (without recourse or warranty) or evidence the release or re-assignment of, the Security Assets from this Security;
- (b) if a Chargor is or becomes unconditionally entitled under the terms of the Finance Documents to dispose of any Security Asset, take whatever action is necessary or reasonably requested by the relevant Chargor to release or re-assign (without recourse or warranty), or evidence the release or re-assignment of, such Security Asset from this Security (including the issue of any certificate of non-crystallisation in respect of any floating charge created by or pursuant to this Deed or any consent to dealing); and
- (c) where StadCo has made a Permitted Disposal which requires registration at the Land Registry, provide to StadCo promptly after request a restriction letter (in the form required by the Land Registry) to satisfy the restriction registered against the Register of Title pursuant to clause 20.3 (*Land Registry*),

in each case, at the request and cost of the relevant Chargor.

21.2 Reinstatement

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

22. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

23. ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) 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.
- (c) This clause 23 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Deed has been duly executed by each Chargor as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Deed.

SCHEDULE 1: DETAILS OF SECURITY ASSETS

Part 1: Real Property

Address	Administrative area	Title number
<p>Land and buildings known as Tottenham Hotspur Football Stadium, High Road, London N17 shown edged red on Plan 1 but excluding the following:-</p> <p>(a) The lands shown:-</p> <p>(i) coloured green on Plan 2 (basement level 2 and all the subsoil below the area coloured green on Plan 2), Plan 3 (basement level 1), Plan 4 (pitch level), Plan 5 (podium level), Plan 6 (level 2), Plan 7 (level 3 and all air space above the area shaded green on Plan 7);</p> <p>(ii) coloured yellow on Plan 2 (basement level 2 and all the subsoil below the area coloured yellow on Plan 2), Plan 3 (basement level 1), Plan 4 (pitch level), Plan 5 (podium level), Plan 6 (level 2), Plan 7 (level 3 and all air space above the area shaded yellow on Plan 7);</p> <p>(iii) coloured orange on Plan 2 (basement level 2 and all the subsoil below the area coloured orange on Plan 2), Plan 3 (basement level 1), Plan 4 (pitch level), Plan 5 (podium level), Plan 6 (level 2), Plan 7 (level 3 and all air space above the area shaded orange on Plan 7); and</p> <p>(iv) coloured pink on Plan 4 (pitch level), Plan 5 (podium level), Plan 6 (level 2), Plan 7 (level 3) and all air space above the area shaded pink on Plan 7; and</p> <p>(b) As to the land edged and numbered 6 in blue on Plan 9 everything below the waterproof membrane over the first floor slab being all the area not included in the Podium Lease Demise.</p> <p>"Podium Lease Demise" means the immediate surface of the area shown edged and</p>	Haringey	<p>Not yet registered but granted out of the Registered Titles being:</p> <p>AGL1111807</p> <p>AGL356342</p> <p>AGL299404</p>

Address	Administrative area	Title number
numbered 6 on Plan 9 at first floor level down to and including the protective layer and all the air space above it but excluding all below the said protective layer including all structure and any waterproof membrane or concrete below the immediate surface. Tenure: Leasehold		

Part 2: Charged Shares

Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Tottenham Hotspur Football & Athletic Co. Ltd	Ordinary	53,812	£53,812
Tottenham Hotspur Stadium Limited	Ordinary	4	£4

Part 3: Collateral Project Accounts

Account holder	Account number	Type	Account Bank	Account bank branch address and sort code
Tottenham Hotspur Stadium Limited	114	Construction Account	HSBC Bank plc	Level 28, 8 Canada Square, London E14 5HQ 40-05-15
Tottenham Hotspur Stadium Limited	122	Debt Service Reserve Account	HSBC Bank plc	Level 28, 8 Canada Square, London E14 5HQ

Account holder	Account number	Type	Account Bank	Account bank branch address and sort code
				40-05-15

Part 4: Other Project Accounts

Account holder	Account number	Type	Account Bank	Account bank branch address and sort code
Tottenham Hotspur Stadium Limited	098	Advanced Ticket Sales Holding Account	HSBC Bank plc	Level 28, 8 Canada Square, London E14 5HQ 40-05-15
Tottenham Hotspur Stadium Limited	106	Capex Reserve Account	HSBC Bank plc	Level 28, 8 Canada Square, London E14 5HQ 40-05-15
Tottenham Hotspur Stadium Limited	165	Insurance Proceeds Account	HSBC Bank plc	Level 28, 8 Canada Square, London E14 5HQ 40-05-15
Tottenham Hotspur Stadium Limited	716	Operating Account	HSBC Bank plc	Level 28, 8 Canada Square, London E14 5HQ 40-05-15
Tottenham Hotspur Stadium Limited	130	Opex Reserve Account	HSBC Bank plc	Level 28, 8 Canada Square, London E14 5HQ


Account holder	Account number	Type	Account Bank	Account bank branch address and sort code
Tottenham Hotspur Stadium Limited	149	Restricted Proceeds Holding Account	HSBC Bank plc	40-05-15 Level 28, 8 Canada Square, London E14 5HQ
Tottenham Hotspur Stadium Limited	157	StadCo Proceeds Account	HSBC Bank plc	40-05-15 Level 28, 8 Canada Square, London E14 5HQ










Part 5: Insurances










Insurer	Policy number
Liberty Mutual Insurance Europe Limited Assicurazioni Generali S.p.A, UK Branch StarStone Insurance SE. MS Amlin plc Compañía Internacional de Seguros y Reaseguros ACE European Group Limited HSB Engineering Insurance Limited	B0509CREUP1600180










Insurer	Policy number
Aspen Insurance UK Limited	
Starr International (Europe) Ltd	
Novae Syndicate 2007	
Allianz Global Corporate & Specialty SE (UK Branch)	
Travelers Insurance Company Limited	
Talbot Syndicate TAL 1183	
HDI Global SE	B0509CREUP1600181
ACE European Group Limited	B0509CREUP1600295
XL Insurance Company SE	










Part 6: Charged Intellectual Property







COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
EUTM	EU Trademark	125 Cockerel on Ball Logo		6, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 35, 36, 38, 39, 41, 43	Tottenham Hotspur Limited	5659347	5659347










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
Argentina	National	Cockerel on Ball Logo		9	Tottenham Hotspur Limited	3317535	2724603
Argentina	National	Cockerel on Ball Logo		25	Tottenham Hotspur Limited	3317536	2762930
Argentina	National	Cockerel on Ball Logo		35	Tottenham Hotspur Limited	3319285	2726149
Argentina	National	Cockerel on Ball Logo		38	Tottenham Hotspur Limited	3317537	2722964
Argentina	National	Cockerel on Ball Logo		41	Tottenham Hotspur Limited	3317538	2722965
Australia	IR National Extension	Cockerel on Ball Logo		25, 41	Tottenham Hotspur Limited	1211009	1638087
Australia	IR Subsequent Designation	Cockerel on Ball Logo		9, 35, 36, 38	Tottenham Hotspur Limited	1211009	1693705 (IR1211009)
Canada		Cockerel on Ball Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	1288101	TMA734247
China	IR National Extension	Cockerel on Ball Logo		25	Tottenham Hotspur Limited	IR898793	IR898793










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		Cockerel on Ball Logo		3	Tottenham Hotspur Limited	11308382	11308382
China		Cockerel on Ball Logo		6	Tottenham Hotspur Limited	11308381	11308381
China		Cockerel on Ball Logo		8	Tottenham Hotspur Limited	11308380	11308380
China		Cockerel on Ball Logo		9	Tottenham Hotspur Limited	11308379	11308379
China		Cockerel on Ball Logo		10	Tottenham Hotspur Limited	11308378	11308378
China		Cockerel on Ball Logo		11	Tottenham Hotspur Limited	11308377	11308377
China		Cockerel on Ball Logo		12	Tottenham Hotspur Limited	11308376	11308376
China		Cockerel on Ball Logo		14	Tottenham Hotspur Limited	11308375	11308375
China		Cockerel on Ball Logo		16	Tottenham Hotspur Limited	11308374	11308374










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		Cockerel on Ball Logo		18	Tottenham Hotspur Limited	11308373	11308373
China		Cockerel on Ball Logo		20	Tottenham Hotspur Limited	11308384	11308384
China		Cockerel on Ball Logo		21	Tottenham Hotspur Limited	11308383	11308383
China		Cockerel on Ball Logo		24	Tottenham Hotspur Limited	11308386	11308386
China		Cockerel on Ball Logo		26	Tottenham Hotspur Limited	11441631	11441631
China		Cockerel on Ball Logo		27	Tottenham Hotspur Limited	11308387	11308387
China		Cockerel on Ball Logo		28	Tottenham Hotspur Limited	11308388	11308388
China		Cockerel on Ball Logo		30	Tottenham Hotspur Limited	11308389	11308389
China		Cockerel on Ball Logo		32	Tottenham Hotspur Limited	11308390	11308390








COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		Cockerel on Ball Logo		33	Tottenham Hotspur Limited	11308391	11308391
China		Cockerel on Ball Logo		34	Tottenham Hotspur Limited	11308392	11308392
China		Cockerel on Ball Logo		35	Tottenham Hotspur Limited	11308327	11308327
China		Cockerel on Ball Logo		36	Tottenham Hotspur Limited	11308326	11308326
China		Cockerel on Ball Logo		38	Tottenham Hotspur Limited	11308325	11308325
China		Cockerel on Ball Logo		39	Tottenham Hotspur Limited	11308324	11308324
China		Cockerel on Ball Logo		41	Tottenham Hotspur Limited	11308323	11308323
China		Cockerel on Ball Logo		43	Tottenham Hotspur Limited	11308328	11308328
Egypt		Cockerel on Ball Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	234657	234657





COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
EUTM		Cockerel on Ball Logo		6, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 35, 36, 38, 39, 41, 42, 43	Tottenham Hotspur Limited	4835229	4835229
EUTM		Cockerel on Ball Logo		3, 6, 8, 9, 10, 11, 12, 14, 16, 18, 19, 20, 21, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 38, 39, 41, 42, 43, 45	Tottenham Hotspur Limited	011701811	011701811
Hong Kong		Cockerel on Ball Logo		9, 25, 38, 41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	301413378	301413378
Hong Kong		Cockere on Ball Logo		35	Tottenham Hotspur Limited	302493315	302493315
Hong Kong		Cockerel on Ball Logo		9, 25, 36, 38, 41	Tottenham Hotspur Limited	302920923	302920923
India		Cockerel on Ball Logo		9, 25, 38, 41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	1851922	1851922









COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
Indonesia		Cockerel on Ball Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	D00-2006003264	IDM000137084
Israel		Cockerel on Ball Logo		25	Tottenham Hotspur Limited	188881	188881
Japan	IR National Extension	Cockerel on Ball Logo		25	Tottenham Hotspur Limited	IR898793	IR898793
Macau		Cockerel on Ball Logo		41	Tottenham Hotspur Limited	N/83912	N/83912
Macau		Cockerel on Ball Logo		38	Tottenham Hotspur Limited	N/83911	N/83911
Macau		Cockerel on Ball Logo		36	Tottenham Hotspur Limited	N/83910	N/83910
Macau		Cockerel on Ball Logo		35	Tottenham Hotspur Limited	N/83909	N/83909
Macau		Cockerel on Ball Logo		25	Tottenham Hotspur Limited	N/83908	N/83908
Macau		Cockerel on Ball Logo		9	Tottenham Hotspur Limited	N/83907	N/83907










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
Malaysia		Cockerel on Ball Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	2006/02003	06002003
Malaysia		Cockerel on Ball Logo		38	Tottenham Hotspur Limited	2013000629	2013000629
Malaysia		Cockerel on Ball Logo		41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	2010016083	2010016083
Malaysia		Cockerel on Ball Logo		25	Tottenham Hotspur Limited	2014003001	2014003001
Malaysia		Cockerel on Ball Logo		35	Tottenham Hotspur Limited	2014003000	2014003000
Malaysia		Cockerel on Ball Logo		36	Tottenham Hotspur Limited	2014002999	2014002999
Malaysia		Cockerel on Ball Logo		41	Tottenham Hotspur Limited	2014002989	2014002989
Malaysia		Cockerel on Ball Logo		9	Tottenham Hotspur Limited	2014003002	2014003002
Myanmar		Cockerel on Ball Logo		9, 25, 35, 36, 38, 41	Tottenham Hotspur Limited	4/6429/2014	4/6429/2014










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TW LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
New Zealand	IR Subsequent Designation	Cockerel on Ball Logo		9, 25, 35, 36, 38, 41	Tottenham Hotspur Limited	1019519 (IR1211009)	1019519 (IR1211009)
Norway	IR National Extension	Cockerel on Ball Logo		25	Tottenham Hotspur Limited	IR898793	IR898793
Norway	IR National Extension	Cockerel on Ball Logo		41	Tottenham Hotspur Limited	1211009	1211009
Qatar		Cockerel on Ball Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	58587	58587
Republic of Korea (South)	IR National Extension	Cockerel on Ball Logo		25	Tottenham Hotspur Limited	IR898793	IR898793
Saudi Arabia		Cockerel on Ball Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	146656	1181/88
Singapore	IR National Extension	Cockerel on Ball Logo		25	Tottenham Hotspur Limited	IR898793	IR898793
Singapore		Cockere on Ball Logo		41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	T10/10516J	T1010516J
South Africa		Cockerel on Ball Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	2006102302	2006/02302









COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
Thailand		Cockerel on Ball Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	620657	TM272056
Thailand		Cockerel on Ball Logo		41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	776904	SM52653
United Arab Emirates		Cockerel on Ball Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	132953	159995
United States of America	IR National Extension	Cockerel on Ball Logo		25	Tottenham Hotspur Limited	79029008	3324887 (IR:898793)
WIPO	IR Madrid	Cockerel on Ball Logo		25	Tottenham Hotspur Limited	IR898793	IR898793
WIPO	IR Madrid	Cockerel on Ball Logo		6, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 34, 35, 36, 38, 39, 41, 42, 43	Tottenham Hotspur Limited	1211009	1211009
WIPO	IR Madrid	Cockerel on Ball Logo		9, 25, 35, 36, 38, 41	Tottenham Hotspur Limited	1251998	1251998







COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China	IR National Extension	COYS		9, 25, 35	Tottenham Hotspur Limited	IR1229180	G1229180
EUTM		COYS		9, 25, 35, 38, 41	Tottenham Hotspur Limited	012007134	012007134
United Kingdom		COYS		9, 25, 35, 38, 41	Tottenham Hotspur Limited	3014828	3014828
WIPO	IR Madrid	COYS		9, 25, 35	Tottenham Hotspur Limited	1229180	1229180
Argentina	National	Full Logo		9	Tottenham Hotspur Limited	3317539	2722966
Argentina	National	Full Logo		35	Tottenham Hotspur Limited	3319279	2726148
Argentina	National	Full Logo		38	Tottenham Hotspur Limited	3317541	2722967
Argentina	National	Full Logo		41	Tottenham Hotspur Limited	3317542	2722968










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
Australia	IR National Extension	Full Logo		6, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 35, 36, 38, 39, 41, 42, 43	Tottenham Hotspur Limited	IR1219849	1653940
Australia	IR National Extension	Full Logo		25	Tottenham Hotspur Limited	IR911953	1162695 (IR911953)
Brazil		Full Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	828272948	828272948
Brunei Darussalam		Full Logo		9, 25, 35, 36, 38, 41	Tottenham Hotspur Limited	TM/45559	TM/45559
Canada		Full Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	1288102	TMA734245
China	IR National Extension	Full Logo		9, 25, 38	Tottenham Hotspur Limited	IR911953	IR911953
China		Full Logo		41	Tottenham Hotspur Limited	7665616	7665616
China		Full Logo		3	Tottenham Hotspur Limited	11306475	11306475










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		Full Logo		6	Tottenham Hotspur Limited	11308398	11308398
China		Full Logo		8	Tottenham Hotspur Limited	11308429	11308429
China		Full Logo		10	Tottenham Hotspur Limited	11306476	11306476
China		Full Logo		11	Tottenham Hotspur Limited	11308428	11308428
China		Full Logo		12	Tottenham Hotspur Limited	11305959	11305959
China		Full Logo		14	Tottenham Hotspur Limited	11306677	11306677
China		Full Logo		16	Tottenham Hotspur Limited	11306684	11306684
China		Full Logo		18	Tottenham Hotspur Limited	11306654	11306654
China		Full Logo		20	Tottenham Hotspur Limited	11308426	11308426










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		Full Logo		21	Tottenham Hotspur Limited	11306765	11306765
China		Full Logo		24	Tottenham Hotspur Limited	11306762	11306762
China		Full Logo		26	Tottenham Hotspur Limited	11441632	11441632
China		Full Logo		27	Tottenham Hotspur Limited	11308427	11308427
China		Full Logo		28	Tottenham Hotspur Limited	11306763	11306763
China		Full Logo		30	Tottenham Hotspur Limited	11308399	11308399
China		Full Logo		32	Tottenham Hotspur Limited	11308400	11308400
China		Full Logo		33	Tottenham Hotspur Limited	11306764	11306764
China		Full Logo		34	Tottenham Hotspur Limited	11308474	11308474










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		Full Logo		35	Tottenham Hotspur Limited	11306212	11306212
China		Full Logo		36	Tottenham Hotspur Limited	11305988	11305988
China		Full Logo		39	Tottenham Hotspur Limited	11308372	11308372
China		Full Logo		43	Tottenham Hotspur Limited	11306162	11306162
Egypt		Full Logo		9	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	234654	234654
Egypt		Full Logo		38	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	234655	234655
Egypt		Full Logo		41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	234656	234656
Egypt		Full Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	182752	182752










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
EUTM		Full Logo		3, 6, 8, 9, 10, 11, 12, 14, 16, 18, 19, 20, 21, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 38, 39, 41, 42, 43, 45	Tottenham Hotspur Limited	011681806	011681806
EUTM	EU Trademark	Full Logo		6, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 35, 36, 38, 39, 41, 42, 43	Tottenham Hotspur Limited	4867561	4867561
Hong Kong		Full Logo		35	Tottenham Hotspur Limited	302493324	302493324
Hong Kong		Full Logo		9, 25, 38, 41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	301413369	301413369
Hong Kong		Full Logo		9, 25, 36, 38, 41	Tottenham Hotspur Limited	302920914	302920914
India		Full Logo		9, 38, 41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	1851918	1851918










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
India		Full Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	1418603	1418603
Indonesia		Full Logo		9	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	D00-2006003263	IDM000137083
Indonesia		Full Logo		38	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	J00-2006003260	IDM000137081
Indonesia		Full Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	D00-2006003262	IDM000137082
Israel		Full Logo		9	Tottenham Hotspur Limited	188883	188883
Israel		Full Logo		25	Tottenham Hotspur Limited	188884	188884
Israel		Full Logo		38	Tottenham Hotspur Limited	188885	188885
Israel		Full Logo		41	Tottenham Hotspur Limited	188886	188886
Japan	IR National Extension	Full Logo		9, 25, 38	Tottenham Hotspur Limited	IR911953	IR911953










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
Macau		Full Logo		9	Tottenham Hotspur Limited	N/83913	N/83913
Macau		Full Logo		25	Tottenham Hotspur Limited	N/83914	N/83914
Macau		Full Logo		35	Tottenham Hotspur Limited	N/83915	N/83915
Macau		Full Logo		38	Tottenham Hotspur Limited	N/83917	N/83917
Macau		Full Logo		41	Tottenham Hotspur Limited	N/83918	N/83918
Macau		Full Logo		36	Tottenham Hotspur Limited	N/83916	N/83916
Malaysia		Full Logo		25	Tottenham Hotspur Limited	2014002997	2014002997
Malaysia		Full Logo		35	Tottenham Hotspur Limited	2014002996	2014002996
Malaysia		Full Logo		36	Tottenham Hotspur Limited	2014002995	2014002995









COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
Malaysia		Full Logo		38	Tottenham Hotspur Limited	2014002994	2014002994
Malaysia		Full Logo		41	Tottenham Hotspur Limited	2014002993	2014002993
Malaysia		Full Logo		41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	2010016081	2010016081
Malaysia		Full Logo		9	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	2006/02005	06002005
Malaysia		Full Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	2006/02002	06002002
Malaysia		Full Logo		38	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	2006/02001	06002001
Malaysia		Full Logo		9	Tottenham Hotspur Limited	2014002998	2014002998
Myanmar		Full Logo		9, 25, 35, 36, 38, 41	Tottenham Hotspur Limited	4/6430/2014	4/6430/2014
New Zealand	IR Subsequent Designation	Full Logo		9, 25, 35, 36, 38, 41	Tottenham Hotspur Limited	1019522 (IR1219849)	1019522 (IR1219849)




COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
Norway	IR National Extension	Full Logo		41	Tottenham Hotspur Limited	1219849	1219849
Norway	IR National Extension	Full Logo		25	Tottenham Hotspur Limited	IR911953	IR911953
Peru		Full Logo		9	Tottenham Hotspur Limited	592606	226651
Peru		Full Logo		25	Tottenham Hotspur Limited	592605	224915
Peru		Full Logo		35	Tottenham Hotspur Limited	592603	88779
Peru		Full Logo		38	Tottenham Hotspur Limited	592604	88135
Peru		Full Logo		41	Tottenham Hotspur Limited	592602	88778
Qatar		Full Logo		9	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	58583	58583
Qatar		Full Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	58584	58584

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
Qatar		Full Logo		38	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	58585	58585
Qatar		Full Logo		41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	58586	58586
Qatar		Full Logo		9	Tottenham Hotspur Limited	89774	89774
Qatar		Full Logo		25	Tottenham Hotspur Limited	89775	89775
Qatar		Full Logo		35	Tottenham Hotspur Limited	89776	89776
Qatar		Full Logo		38	Tottenham Hotspur Limited	89777	89777
Qatar		Full Logo		41	Tottenham Hotspur Limited	89778	89778
Republic of Korea (South)	IR National Extension	Full Logo		9, 25, 38, 41	Tottenham Hotspur Limited	IR911953	IR911953
Russian Federation	IR National Extension	Full Logo		25	Tottenham Hotspur Limited	IR911953	IR911953

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
Saudi Arabia		Full Logo		9	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	146652	1172/52
Saudi Arabia		Full Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	146653	1163/73
Saudi Arabia		Full Logo		38	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	146654	1181/87
Saudi Arabia		Full Logo		41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	146655	1171/25
Singapore		Full Logo		41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	T10/10515B	T1010515B
Singapore	IR National Extension	Full Logo		9, 25, 38	Tottenham Hotspur Limited	IR911953	IR911953
South Africa		Full Logo		9	Tottenham Hotspur Limited	2006102303	2006/02303
South Africa		Full Logo		25	Tottenham Hotspur Limited	2006102304	2006/02304
South Africa		Full Logo		38	Tottenham Hotspur Limited	2006102305	2006/02305

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
South Africa		Full Logo		41	Tottenham Hotspur Limited	2006102306	2006/02306
Switzerland	IR National Extension	Full Logo		25	Tottenham Hotspur Limited	IR911953	IR911953
Thailand		Full Logo		9	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	620658	TM287700
Thailand		Full Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	620659	TM275959
Thailand		Full Logo		38	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	620660	SM37100
Thailand		Full Logo		41	Tottenham Hotspur Limited	776903	SM52485
Turkey		Full Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	2010/02814	2010/02814
United Arab Emirates		Full Logo		9	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	132949	157346
United Arab Emirates		Full Logo		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	132950	157347

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
United Arab Emirates		Full Logo		38	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	132951	157348
United Arab Emirates		Full Logo		41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	132952	157349
United Arab Emirates		Full Logo		9	Tottenham Hotspur Limited	213766	213766
United Arab Emirates		Full Logo		25	Tottenham Hotspur Limited	213767	213767
United Arab Emirates		Full Logo		35	Tottenham Hotspur Limited	213771	213771
United Arab Emirates		Full Logo		38	Tottenham Hotspur Limited	213772	213772
United Arab Emirates		Full Logo		41	Tottenham Hotspur Limited	213773	213773
United States of America	IR National Extension	Full Logo		9, 25, 38, 41	Tottenham Hotspur Limited	79/034078	3543729

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
WIPO	IR Madrid	Full Logo		6, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 34, 35, 36, 38, 39, 41, 42, 43	Tottenham Hotspur Limited	1219849	1219849
WIPO	IR Madrid	Full Logo		9, 25, 35, 36, 38, 41	Tottenham Hotspur Limited	1249765	1249765
WIPO	IR Madrid	Full Logo		9, 25, 38, 41	Tottenham Hotspur Limited	911953	911953
China		HOTSPUR		6	Tottenham Hotspur Limited	11946667	11946667
China		HOTSPUR		9	Tottenham Hotspur Limited	11946666	11946666
China		HOTSPUR		11	Tottenham Hotspur Limited	11946665	11946665
China		HOTSPUR		12	Tottenham Hotspur Limited	11946664	11946664
China		HOTSPUR		14	Tottenham Hotspur Limited	11946663	11946663

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		HOTSPUR		16	Tottenham Hotspur Limited	11946662	11946662
China		HOTSPUR		18	Tottenham Hotspur Limited	11946661	11946661
China		HOTSPUR		20	Tottenham Hotspur Limited	11946660	11946660
China		HOTSPUR		21	Tottenham Hotspur Limited	11946659	11946659
China		HOTSPUR		24	Tottenham Hotspur Limited	11946658	11946658
China		HOTSPUR		26	Tottenham Hotspur Limited	11946656	11946656
China		HOTSPUR		27	Tottenham Hotspur Limited	11946655	11946655
China		HOTSPUR		28	Tottenham Hotspur Limited	11946654	11946654
China		HOTSPUR		30	Tottenham Hotspur Limited	11946653	11946653

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		HOTSPUR		35	Tottenham Hotspur Limited	11946652	11946652
China		HOTSPUR		36	Tottenham Hotspur Limited	11946651	11946651
China		HOTSPUR		38	Tottenham Hotspur Limited	11946650	11946650
China		HOTSPUR		39	Tottenham Hotspur Limited	11946649	11946649
China		HOTSPUR		41	Tottenham Hotspur Limited	11946648	11946648
China		HOTSPUR		43	Tottenham Hotspur Limited	11946647	11946647
China		HOTSPUR		25	Tottenham Hotspur Limited	4560377	4560377


COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
EUTM		HOTSPUR		3, 6, 8, 9, 10, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 38, 39, 41, 42, 43, 45	Tottenham Hotspur Limited	011669454	011669454
EUTM		HOTSPUR		11	Tottenham Hotspur Limited	010860914	010860914
United Kingdom		HOTSPUR		16	Tottenham Hotspur Limited	2426664	2426664
United Kingdom		HOTSPUR		3, 6, 7, 8, 9, 10, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 38, 39, 41, 42, 43, 45	Tottenham Hotspur Limited	2624748	2624748


COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
WIPO	IR Madrid	HOTSPUR		6, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 35, 36, 38, 39, 41, 42, 43	Tottenham Hotspur Limited	1168546	1168546
China		Hotspur (Chinese in traditional characters)	熱刺	6	Tottenham Hotspur Limited	11945938	11945938
China		Hotspur (Chinese in traditional characters)	熱刺	9	Tottenham Hotspur Limited	11945939	11945939
China		Hotspur (Chinese in traditional characters)	熱刺	11	Tottenham Hotspur Limited	12144548	12144548
China		Hotspur (Chinese in traditional characters)	熱刺	12	Tottenham Hotspur Limited	11945941	11945941
China		Hotspur (Chinese in traditional characters)	熱刺	14	Tottenham Hotspur Limited	11945942	11945942
China		Hotspur (Chinese in traditional characters)	熱刺	16	Tottenham Hotspur Limited	11945943	11945943
China		Hotspur (Chinese in traditional characters)	熱刺	18	Tottenham Hotspur Limited	11945944	11945944










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		Hotspur (Chinese in traditional characters)	熱刺	20	Tottenham Hotspur Limited	11945945	11945945
China		Hotspur (Chinese in traditional characters)	熱刺	21	Tottenham Hotspur Limited	11945946	11945946
China		Hotspur (Chinese in traditional characters)	熱刺	24	Tottenham Hotspur Limited	11945947	11945947
China		Hotspur (Chinese in traditional characters)	熱刺	26	Tottenham Hotspur Limited	11945949	11945949
China		Hotspur (Chinese in traditional characters)	熱刺	27	Tottenham Hotspur Limited	11946668	11946668
China		Hotspur (Chinese in traditional characters)	熱刺	28	Tottenham Hotspur Limited	11946669	11946669
China		Hotspur (Chinese in traditional characters)	熱刺	30	Tottenham Hotspur Limited	11946670	11946670
China		Hotspur (Chinese in traditional characters)	熱刺	35	Tottenham Hotspur Limited	11946671	11946671
China		Hotspur (Chinese in traditional characters)	熱刺	36	Tottenham Hotspur Limited	11946672	11946672










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		Hotspur (Chinese in traditional characters)	熱刺	38	Tottenham Hotspur Limited	11946673	11946673
China		Hotspur (Chinese in traditional characters)	熱刺	39	Tottenham Hotspur Limited	11946674	11946674
China		Hotspur (Chinese in traditional characters)	熱刺	41	Tottenham Hotspur Limited	11946675	11946675
China		Hotspur (Chinese in traditional characters)	熱刺	43	Tottenham Hotspur Limited	11946676	11946676
China	Local	Hotspur (In Chinese simple characters)	熱刺	25	Tottenham Hotspur Limited	7665612	7665612
China		Hotspur (In Chinese simple characters)	熱刺	6	Tottenham Hotspur Limited	11946646	11946646
China		Hotspur (In Chinese simple characters)	熱刺	9	Tottenham Hotspur Limited	11946645	11946645
China		Hotspur (In Chinese simple characters)	熱刺	11	Tottenham Hotspur Limited	11946644	11946644
China		Hotspur (In Chinese simple characters)	熱刺	12	Tottenham Hotspur Limited	11946643	11946643






COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		Hotspur (In Chinese simple characters)	熱刺	14	Tottenham Hotspur Limited	11946642	11946642
China		Hotspur (In Chinese simple characters)	熱刺	16	Tottenham Hotspur Limited	11946641	11946641
China		Hotspur (In Chinese simple characters)	熱刺	18	Tottenham Hotspur Limited	11946640	11946640
China		Hotspur (In Chinese simple characters)	熱刺	20	Tottenham Hotspur Limited	11946639	11946639
China		Hotspur (In Chinese simple characters)	熱刺	21	Tottenham Hotspur Limited	11946638	11946638
China		Hotspur (In Chinese simple characters)	熱刺	24	Tottenham Hotspur Limited	11946687	11946687
China		Hotspur (In Chinese simple characters)	熱刺	26	Tottenham Hotspur Limited	11946686	11946686
China		Hotspur (In Chinese simple characters)	熱刺	27	Tottenham Hotspur Limited	11946685	11946685
China		Hotspur (In Chinese simple characters)	熱刺	28	Tottenham Hotspur Limited	11946684	11946684









COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		Hotspur (In Chinese simple characters)	熱刺	30	Tottenham Hotspur Limited	11946683	11946683
China		Hotspur (In Chinese simple characters)	熱刺	35	Tottenham Hotspur Limited	11946682	11946682
China		Hotspur (In Chinese simple characters)	熱刺	36	Tottenham Hotspur Limited	11946681	11946681
China		Hotspur (In Chinese simple characters)	熱刺	38	Tottenham Hotspur Limited	11946680	11946680
China		Hotspur (In Chinese simple characters)	熱刺	39	Tottenham Hotspur Limited	11946679	11946679
China		Hotspur (In Chinese simple characters)	熱刺	41	Tottenham Hotspur Limited	11946678	11946678
China		Hotspur (In Chinese simple characters)	熱刺	43	Tottenham Hotspur Limited	11946677	11946677
Hong Kong		HOTSPUR in Chinese Characters (Series of 2)	熱刺 熱刺	9, 25, 38, 41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	301416032	301416032
Canada		Old Club Badge (Dark)		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	1141315	TMA639819










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China	Local	Old Club Badge (dark)		25	Tottenham Hotspur Limited	9929734	9929734
China		Old Club Badge (dark)		3	Tottenham Hotspur Limited	11377553	11377553
China		Old Club Badge (dark)		6	Tottenham Hotspur Limited	11377554	11377554
China		Old Club Badge (dark)		8	Tottenham Hotspur Limited	11377555	11377555
China		Old Club Badge (dark)		9	Tottenham Hotspur Limited	11377556	11377556
China		Old Club Badge (dark)		10	Tottenham Hotspur Limited	11377557	11377557
China		Old Club Badge (dark)		11	Tottenham Hotspur Limited	11377558	11377558
China		Old Club Badge (dark)		12	Tottenham Hotspur Limited	11377531	11377531
China		Old Club Badge (dark)		14	Tottenham Hotspur Limited	11377532	11377532










COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		Old Club Badge (dark)		16	Tottenham Hotspur Limited	11377533	11377533
China		Old Club Badge (dark)		18	Tottenham Hotspur Limited	11377534	11377534
China		Old Club Badge (dark)		20	Tottenham Hotspur Limited	11377535	11377535
China		Old Club Badge (dark)		21	Tottenham Hotspur Limited	11377536	11377536
China		Old Club Badge (dark)		24	Tottenham Hotspur Limited	11377537	11377537
China		Old Club Badge (dark)		26	Tottenham Hotspur Limited	11441637	11441637
China		Old Club Badge (dark)		27	Tottenham Hotspur Limited	11377539	11377539
China		Old Club Badge (dark)		28	Tottenham Hotspur Limited	11377540	11377540
China		Old Club Badge (dark)		30	Tottenham Hotspur Limited	11377541	11377541








COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		Old Club Badge (dark)		32	Tottenham Hotspur Limited	11377542	11377542
China		Old Club Badge (dark)		33	Tottenham Hotspur Limited	11377543	11377543
China		Old Club Badge (dark)		34	Tottenham Hotspur Limited	11377544	11377544
China		Old Club Badge (dark)		35	Tottenham Hotspur Limited	11377545	11377545
China		Old Club Badge (dark)		36	Tottenham Hotspur Limited	11377546	11377546
China		Old Club Badge (dark)		38	Tottenham Hotspur Limited	11377547	11377547
China		Old Club Badge (dark)		39	Tottenham Hotspur Limited	11377548	11377548
China		Old Club Badge (dark)		41	Tottenham Hotspur Limited	11377549	11377549
China		Old Club Badge (dark)		43	Tottenham Hotspur Limited	11377550	11377550

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INTL. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
EUTM		Old Club Badge (dark)		3, 6, 8, 9, 10, 11, 12, 14, 16, 18, 19, 20, 21, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 38, 39, 41, 42, 43, 45	Tottenham Hotspur Limited	011682515	011682515
EUTM		Old Club Badge (dark)		6, 9, 14, 16, 18, 24, 25, 28	Tottenham Hotspur Limited	1903376	1903376
Japan		Old Club Badge (Dark)		25	Tottenham Hotspur Limited	2002-056886	4683823
Republic of Korea (South)		Old Club Badge (Dark)		25	Tottenham Hotspur Limited	31775/2002	584158
United States of America	IR National Extension	Old Club Badge (dark)		6, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 34, 35, 36, 38, 39, 41, 42, 43	Tottenham Hotspur Limited	79157109 (IR1228105)	

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
WIPO	IR Madrid	Old Club Badge (dark)		6, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 34, 35, 36, 38, 39, 41, 42, 43	Tottenham Hotspur Limited	1228105	1228105
United Kingdom		Old Club Badge (dark) (Series of 2)		9	Tottenham Hotspur Limited	2151803	2151803
China		Old Club Badge (Light)		3	Tottenham Hotspur Limited	11377527	11377527
China		Old Club Badge (Light)		6	Tottenham Hotspur Limited	11377528	11377528
China		Old Club Badge (Light)		8	Tottenham Hotspur Limited	11377529	11377529
China		Old Club Badge (Light)		9	Tottenham Hotspur Limited	11377530	11377530
China		Old Club Badge (Light)		10	Tottenham Hotspur Limited	11377551	11377551
China		Old Club Badge (Light)		11	Tottenham Hotspur Limited	11377552	11377552

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		Old Club Badge (Light)		12	Tottenham Hotspur Limited	11377511	11377511
China		Old Club Badge (Light)		14	Tottenham Hotspur Limited	11377512	11377512
China		Old Club Badge (Light)		16	Tottenham Hotspur Limited	11377513	11377513
China		Old Club Badge (Light)		18	Tottenham Hotspur Limited	11377514	11377514
China		Old Club Badge (Light)		20	Tottenham Hotspur Limited	11377515	11377515
China		Old Club Badge (Light)		21	Tottenham Hotspur Limited	11377516	11377516
China		Old Club Badge (Light)		24	Tottenham Hotspur Limited	11377517	11377517
China		Old Club Badge (Light)		26	Tottenham Hotspur Limited	11441636	11441636
China		Old Club Badge (Light)		27	Tottenham Hotspur Limited	11377519	11377519

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		Old Club Badge (Light)		28	Tottenham Hotspur Limited	11377520	11377520
China		Old Club Badge (Light)		30	Tottenham Hotspur Limited	11377501	11377501
China		Old Club Badge (Light)		32	Tottenham Hotspur Limited	11377502	11377502
China		Old Club Badge (Light)		33	Tottenham Hotspur Limited	11377503	11377503
China		Old Club Badge (Light)		34	Tottenham Hotspur Limited	11377504	11377504
China		Old Club Badge (Light)		35	Tottenham Hotspur Limited	11377505	11377505
China		Old Club Badge (Light)		36	Tottenham Hotspur Limited	11377506	11377506
China		Old Club Badge (Light)		38	Tottenham Hotspur Limited	11377507	11377507
China		Old Club Badge (Light)		39	Tottenham Hotspur Limited	11377508	11377508

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		Old Club Badge (Light)		41	Tottenham Hotspur Limited	11377509	11377509
China		Old Club Badge (Light)		43	Tottenham Hotspur Limited	11377510	11377510
China	Local	Old Club Badge (Light)		25	Tottenham Hotspur Limited	9929732	9929732
United Kingdom		Old Club Badge (Light)		6, 14, 16, 18, 20, 21, 24, 25, 28	Tottenham Hotspur Limited	1199586	1199586
United Kingdom		Old Club Badge (Light)		36	Tottenham Hotspur Limited	1413012	1413012
United States of America		Old Club Badge (Light)		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	78129508	2952963
United Kingdom		Old Club Badge (light) (Series of 2)		11, 12, 30	Tottenham Hotspur Limited	2315564	2315564
EUTM		SPURS		26, 27, 30, 35, 38, 39, 41, 43	Tottenham Hotspur Limited	4563177	4563177
EUTM		SPURS		6, 9, 14, 16, 18, 24, 25, 28	Tottenham Hotspur Limited	1899525	1899525

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
EUTM		SPURS		3, 6, 8, 9, 10, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 38, 39, 41, 42, 43, 45	Tottenham Hotspur Limited	012140547	012140547
EUTM	EU Trademark	SPURS		11, 12, 20, 21	Tottenham Hotspur Limited	9995374	9995374
United Kingdom		SPURS		6, 14, 16, 18, 20, 21, 24, 25, 28	Tottenham Hotspur Limited	1199568	1199568
United Kingdom		SPURS		43	Tottenham Hotspur Limited	1531144	1531144
United Kingdom		SPURS		36	Tottenham Hotspur Limited	2185704	2185704
United Kingdom		SPURS		9	Tottenham Hotspur Limited	2144642	2144642
United Kingdom	Local	SPURS		11, 12, 27, 30	Tottenham Hotspur Limited	2582457	2582457

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
United Kingdom		SPURS LINE		42	Tottenham Hotspur Limited	1428919	1428919
EUTM		THE LANE		9, 16, 18, 24, 25, 26, 35, 36, 38, 41	Tottenham Hotspur Limited	015341209	015341209
China		TOTTENHAM		25	Tottenham Hotspur Limited	7665613	7665613
Egypt		TOTTENHAM		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	234659	234659
EUTM		TOTTENHAM		3, 6, 8, 9, 10, 11, 12, 14, 16, 18, 19, 20, 21, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 38, 39, 41, 42, 43, 45	Tottenham Hotspur Limited	011681624	011681624
EUTM	EU Trademark	TOTTENHAM		11, 12, 20, 21, 27, 30	Tottenham Hotspur Limited	9995631	9995631
EUTM	EU Trademark	TOTTENHAM		35, 38, 41	Tottenham Hotspur Limited	8504078	8504078

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
EUTM		TOTTENHAM		6, 9, 14, 16, 18, 24, 25, 28	Tottenham Hotspur Limited	001899327	001899327
Hong Kong		TOTTENHAM		9, 25, 38, 41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	301413440	301413440
India		TOTTENHAM		9, 25, 38, 41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	1851921	1851921
Qatar		TOTTENHAM		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	58591	58591
Saudi Arabia		TOTTENHAM		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	146660	1181/89
South Africa		TOTTENHAM		25	Tottenham Hotspur Limited	2009/14389	2009/14389
Turkey		TOTTENHAM		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	2010/02816	2010/02816
United Arab Emirates		TOTTENHAM		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	132954	159996

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
United Kingdom	Local	TOTTENHAM		11, 12, 30	Tottenham Hotspur Limited	2582459	2582459
United Kingdom		TOTTENHAM		6, 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 39, 41, 42, 43, 44, 45	Tottenham Hotspur Limited	2130740	2130740
WIPO	IR Madrid	TOTTENHAM		6, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 35, 36, 38, 39, 41, 42, 43	Tottenham Hotspur Limited	1234978	1234978
Argentina	National	TOTTENHAM HOTSPUR		9	Tottenham Hotspur Limited	3317531	2749848
Argentina	National	TOTTENHAM HOTSPUR		35	Tottenham Hotspur Limited	3319278	2724215
Argentina	National	TOTTENHAM HOTSPUR		38	Tottenham Hotspur Limited	3317533	2749849
Argentina	National	TOTTENHAM HOTSPUR		41	Tottenham Hotspur Limited	3317534	2724604

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
Australia	IR National Extension	TOTTENHAM HOTSPUR		25, 41	Tottenham Hotspur Limited	1211256	1638092
Australia	IR Subsequent Designation	TOTTENHAM HOTSPUR		9, 35, 36, 38	Tottenham Hotspur Limited	1211256	1693706
Canada		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	1141210	TMA639821
China	IR National Extension	TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited	IR890622	IR890622
China		TOTTENHAM HOTSPUR		3	Tottenham Hotspur Limited	11377483	11377483
China		TOTTENHAM HOTSPUR		6	Tottenham Hotspur Limited	11377484	11377484
China		TOTTENHAM HOTSPUR		8	Tottenham Hotspur Limited	11377485	11377485
China		TOTTENHAM HOTSPUR		9	Tottenham Hotspur Limited	11377486	11377486
China		TOTTENHAM HOTSPUR		10	Tottenham Hotspur Limited	11377487	11377487

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		TOTTENHAM HOTSPUR		11	Tottenham Hotspur Limited	11377488	11377488
China		TOTTENHAM HOTSPUR		12	Tottenham Hotspur Limited	11377489	11377489
China		TOTTENHAM HOTSPUR		14	Tottenham Hotspur Limited	11377490	11377490
China		TOTTENHAM HOTSPUR		16	Tottenham Hotspur Limited	11377521	11377521
China		TOTTENHAM HOTSPUR		18	Tottenham Hotspur Limited	11377522	11377522
China		TOTTENHAM HOTSPUR		20	Tottenham Hotspur Limited	11377523	11377523
China		TOTTENHAM HOTSPUR		21	Tottenham Hotspur Limited	11377524	11377524
China		TOTTENHAM HOTSPUR		24	Tottenham Hotspur Limited	11377525	11377525
China		TOTTENHAM HOTSPUR		26	Tottenham Hotspur Limited	11581855	11581855

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		TOTTENHAM HOTSPUR		27	Tottenham Hotspur Limited	11377491	11377491
China		TOTTENHAM HOTSPUR		28	Tottenham Hotspur Limited	11377492	11377492
China		TOTTENHAM HOTSPUR		30	Tottenham Hotspur Limited	11377493	11377493
China		TOTTENHAM HOTSPUR		32	Tottenham Hotspur Limited	11377494	11377494
China		TOTTENHAM HOTSPUR		33	Tottenham Hotspur Limited	11377495	11377495
China		TOTTENHAM HOTSPUR		34	Tottenham Hotspur Limited	11377500	11377500
China		TOTTENHAM HOTSPUR		35	Tottenham Hotspur Limited	11377496	11377496
China		TOTTENHAM HOTSPUR		36	Tottenham Hotspur Limited	11377497	11377497
China		TOTTENHAM HOTSPUR		38	Tottenham Hotspur Limited	11377498	11377498

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
China		TOTTENHAM HOTSPUR		39	Tottenham Hotspur Limited	11377499	11377499
China		TOTTENHAM HOTSPUR		41	Tottenham Hotspur Limited	11377481	11377481
China		TOTTENHAM HOTSPUR		43	Tottenham Hotspur Limited	11377482	11377482
Egypt		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	234658	234658
EUTM		TOTTENHAM HOTSPUR		6, 9, 14, 16, 18, 24, 25, 28	Tottenham Hotspur Limited	1899749	1899749
EUTM		TOTTENHAM HOTSPUR		26, 27, 30, 35, 38, 39, 41, 43	Tottenham Hotspur Limited	4563292	4563292
EUTM	EU Trademark	TOTTENHAM HOTSPUR		11, 12, 20, 21	Tottenham Hotspur Limited	9995689	9995689

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
EUTM		TOTTENHAM HOTSPUR		3, 6, 8, 9, 10, 11, 12, 14, 16, 18, 19, 20, 21, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 38, 39, 41, 42, 43, 45	Tottenham Hotspur Limited	011681459	011681459
Hong Kong		TOTTENHAM HOTSPUR		9, 25, 38, 41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	301413387	301413387
Hong Kong		TOTTENHAM HOTSPUR		9, 25, 36, 38, 41	Tottenham Hotspur Limited	302920932	302920932
India		TOTTENHAM HOTSPUR		9, 25, 38, 41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	1851924	1851924
Indonesia		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	D00-2006003259	IDM000137080
Israel		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited	188882	188882
Japan		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited	4666257	4666257

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
Macau		TOTTENHAM HOTSPUR		41	Tottenham Hotspur Limited	N/83906	N/83906
Macau		TOTTENHAM HOTSPUR		9	Tottenham Hotspur Limited	N/83901	N/83901
Macau		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited	N/83902	N/83902
Macau		TOTTENHAM HOTSPUR		35	Tottenham Hotspur Limited	N/83903	N/83903
Macau		TOTTENHAM HOTSPUR		36	Tottenham Hotspur Limited	N/83904	N/83904
Macau		TOTTENHAM HOTSPUR		38	Tottenham Hotspur Limited	N/83905	N/83905
Malaysia		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	2006/02004	06002004
Malaysia		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited	2014002987	2014002987
Malaysia		TOTTENHAM HOTSPUR		35	Tottenham Hotspur Limited	2014002992	2014002992

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
Malaysia		TOTTENHAM HOTSPUR		36	Tottenham Hotspur Limited	2014002991	2014002991
Malaysia		TOTTENHAM HOTSPUR		41	Tottenham Hotspur Limited	2014002990	2014002990
Malaysia		TOTTENHAM HOTSPUR		41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	2010016082	2010016082
Malaysia		TOTTENHAM HOTSPUR		38	Tottenham Hotspur Limited	2013000630	2013000630
Malaysia		TOTTENHAM HOTSPUR		9	Tottenham Hotspur Limited	2014002988	2014002988
Myanmar		TOTTENHAM HOTSPUR		9, 25, 35, 36, 38, 41	Tottenham Hotspur Limited	4/6428/2014	4/6428/2014
New Zealand	IR Subsequent Designation	TOTTENHAM HOTSPUR		9, 25, 35, 36, 38, 41	Tottenham Hotspur Limited	1019520 (IR1211256)	1019520 (IR1211256)
Norway	IR National Extension	TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited	IR890622	IR890622
Norway	IR National Extension	TOTTENHAM HOTSPUR		41	Tottenham Hotspur Limited	1211256	1211256

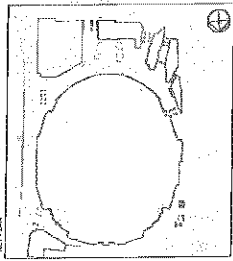
COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
Qatar		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	58588	58588
Republic of Korea (South)		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited	31774/2002	569223
Saudi Arabia		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	146657	1163/72
Singapore	IR National Extension	TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited	IR890622	T0617008E (IR890622)
Singapore	IR National Extension	TOTTENHAM HOTSPUR		38	Tottenham Hotspur Limited	T1412177B (1211256)	T1412177B
Singapore		TOTTENHAM HOTSPUR		41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	T10/105171	T10105171
South Africa		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited	2006102307	2006/02307
Thailand		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	620661	TM275960
Thailand		TOTTENHAM HOTSPUR		41	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	776905	SM52486

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
Turkey		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	2010/02815	2010/02815
United Arab Emirates		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	132955	159997
United Kingdom		TOTTENHAM HOTSPUR		6, 14, 16, 18, 20, 21, 24, 25, 28	Tottenham Hotspur Limited	1199577	1199577
United Kingdom		TOTTENHAM HOTSPUR		9	Tottenham Hotspur Limited	2144620	2144620
United Kingdom		TOTTENHAM HOTSPUR		36	Tottenham Hotspur Limited	1413013	1413013
United Kingdom	Local	TOTTENHAM HOTSPUR		11, 12, 27, 30	Tottenham Hotspur Limited	2582460	2582460
United States of America		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited (formerly Tottenham Hotspur plc)	78/976031	2980045
United States of America		TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited	78/129468	3216189

COUNTRY	TYPE OF REGISTRATION	TRADEMARK	TM LOGO	INT. CLASSES	OWNER	APPLICATION NO	REGISTRATION NO
United States of America	IR National Extension	TOTTENHAM HOTSPUR		6, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 34, 35, 36, 38, 39, 41, 42, 43	Tottenham Hotspur Limited	79150047 (IR1211256)	79150047
WIPO	IR Madrid	TOTTENHAM HOTSPUR		25	Tottenham Hotspur Limited	IR890622	IR890622
WIPO	IR Madrid	TOTTENHAM HOTSPUR		6, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 34, 35, 36, 38, 39, 41, 42, 43	Tottenham Hotspur Limited	1211256	1211256
WIPO	IR Madrid	TOTTENHAM HOTSPUR		9, 25, 35, 36, 38, 41	Tottenham Hotspur Limited	1252002	1252002
Hong Kong		TOTTENHAM HOTSPUR/ Tottenham Hotspur/ totenham hotspur (Series of 3)		35	Tottenham Hotspur Limited	302493333	302493333
United Kingdom		WHITE HART LANE		25	Tottenham Hotspur Limited	2124320	2124320

SCHEDULE 2: PLANS

REVISIONS	
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PLAN 1

LEGEND
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POPULOUS
 NORTHUMBRLAND DEVELOPMENT PROJECT
 STADIUM DEMISE PLAN
 RED LINE BOUNDARY

PROJECT NAME
 NORTHUMBRLAND DEVELOPMENT PROJECT
 DRAWING TITLE
 STADIUM DEMISE PLAN
 RED LINE BOUNDARY

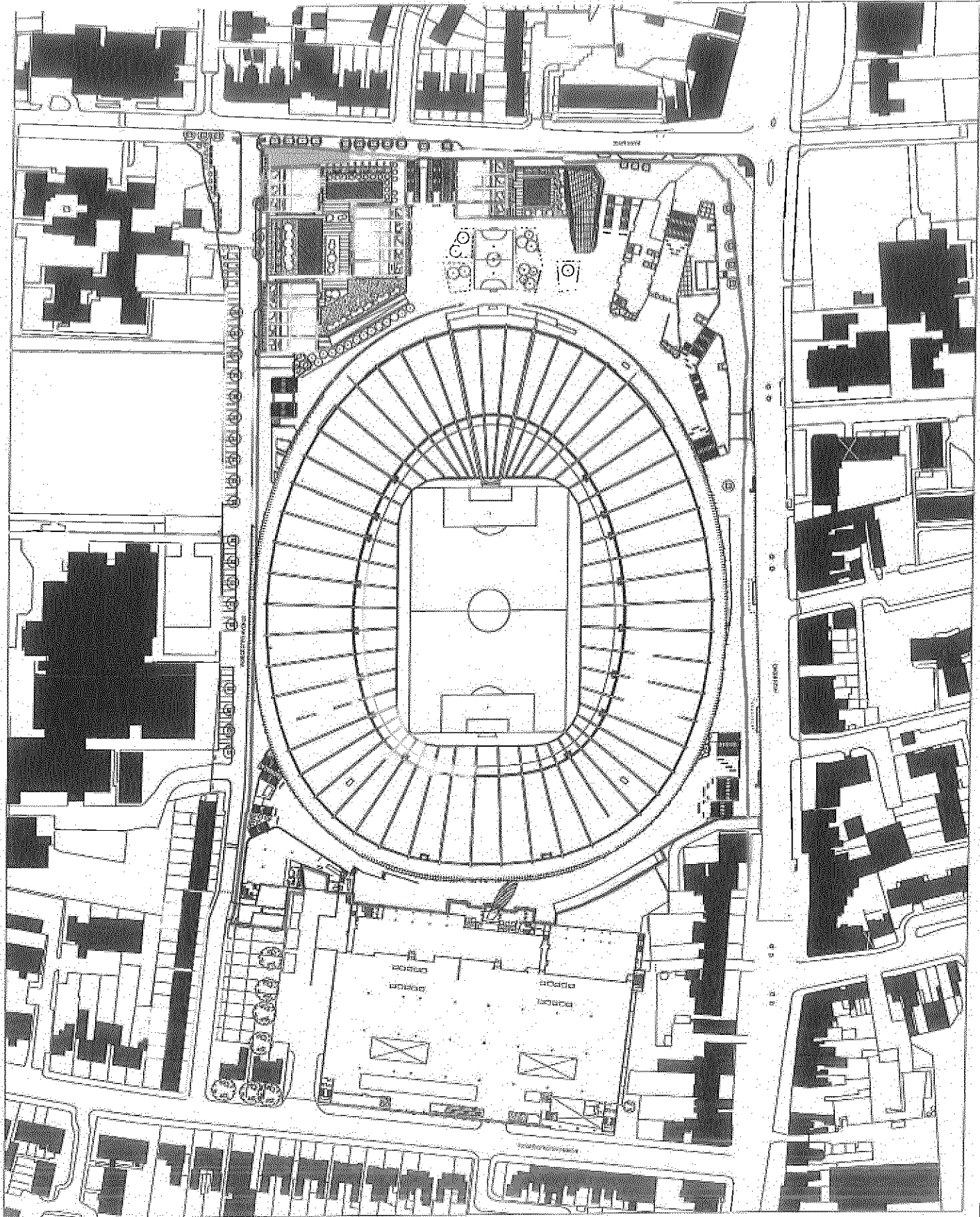
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PROJECT NO.
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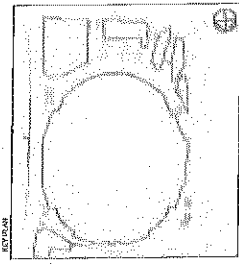
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PLAN 3

STADIUM
 STADIUM BOUNDARY
 RETENED LAND

COLOR KEY
 HOTEL
 NATURAL SCULPT
 CIRCULAR
 SAND STATION / HOTEL ACCESS ROAD



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PROJECTIONS

NORTHUMBERLAND DEVELOPMENT PROJECT

CLIENTS

NORTHUMBERLAND PARK
 STADIUM LEASE PLAN
 LEVEL B1 USE PLAN

PROJECT NO.
 4494

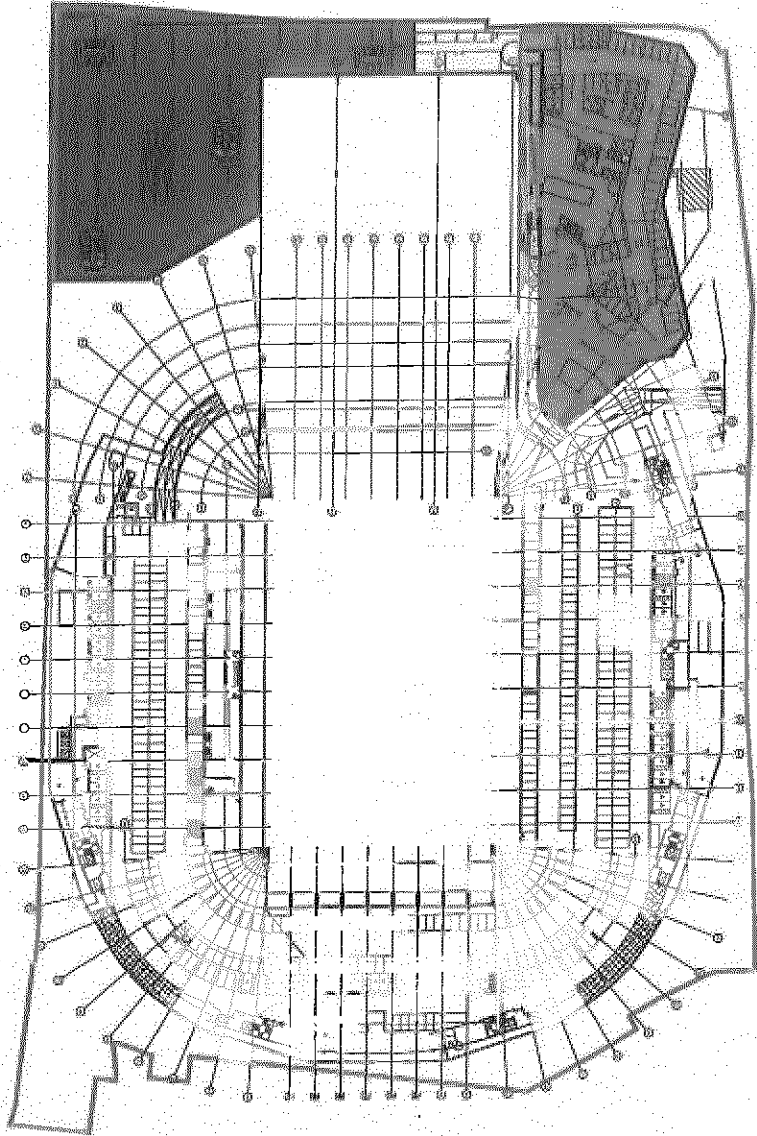
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PROJECT NO.
 4494



ORIGINAL KEY
DEPT. 5 BUILDING
NETWORK LAMP

WORLDWIDE KEY

	HOTEL
	LUGGAGE STORAGE
	NON-SMOKING
	CIGARETTE SERVICE IN CLOSET
	DOUBLE BEDS IN HOTEL ROOMS



THESE RESULTS ARE IN ACCORD WITH THE FINDINGS OF OTHER STUDIES THAT HAVE SHOWN THAT THE USE OF A SINGLE-STEP PROCESS CAN BE EFFECTIVE IN REDUCING THE RISK OF INFECTION IN PATIENTS WITH OPEN WOUNDS. THE STUDY ALSO HIGHLIGHTS THE NEED FOR FURTHER RESEARCH TO OPTIMIZE THE USE OF ANTIBIOTIC PREVENTION IN THIS POPULATION.

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Culture

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PROJECT NAME:

NORTHUMBERLAND DEVELOPMENT PROJECT

2015年12月15日

[illegible]

NOX HUMBELAND PARK

STADIUM LEASE PLAN

PITCH LEVEL USE PLAN

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Model	Inputs	Outputs
Model 1	Model 2	Model 3

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PROJECT	ASSIGNMENT	DATE	CHECK
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ADJ. TESTINER	GENERIC BOUNDARY	RETAINED LAND

COLOURKEY

WATER

WETTING CHANNELS

RESIDENTIAL

COMMUNITY PLANT CENTRE



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FRITZ KRAMER

NORTHUMBERLAND DEVELOPMENT PROJECT

STADIUM
PROJECT NO.

464

31.03.2019

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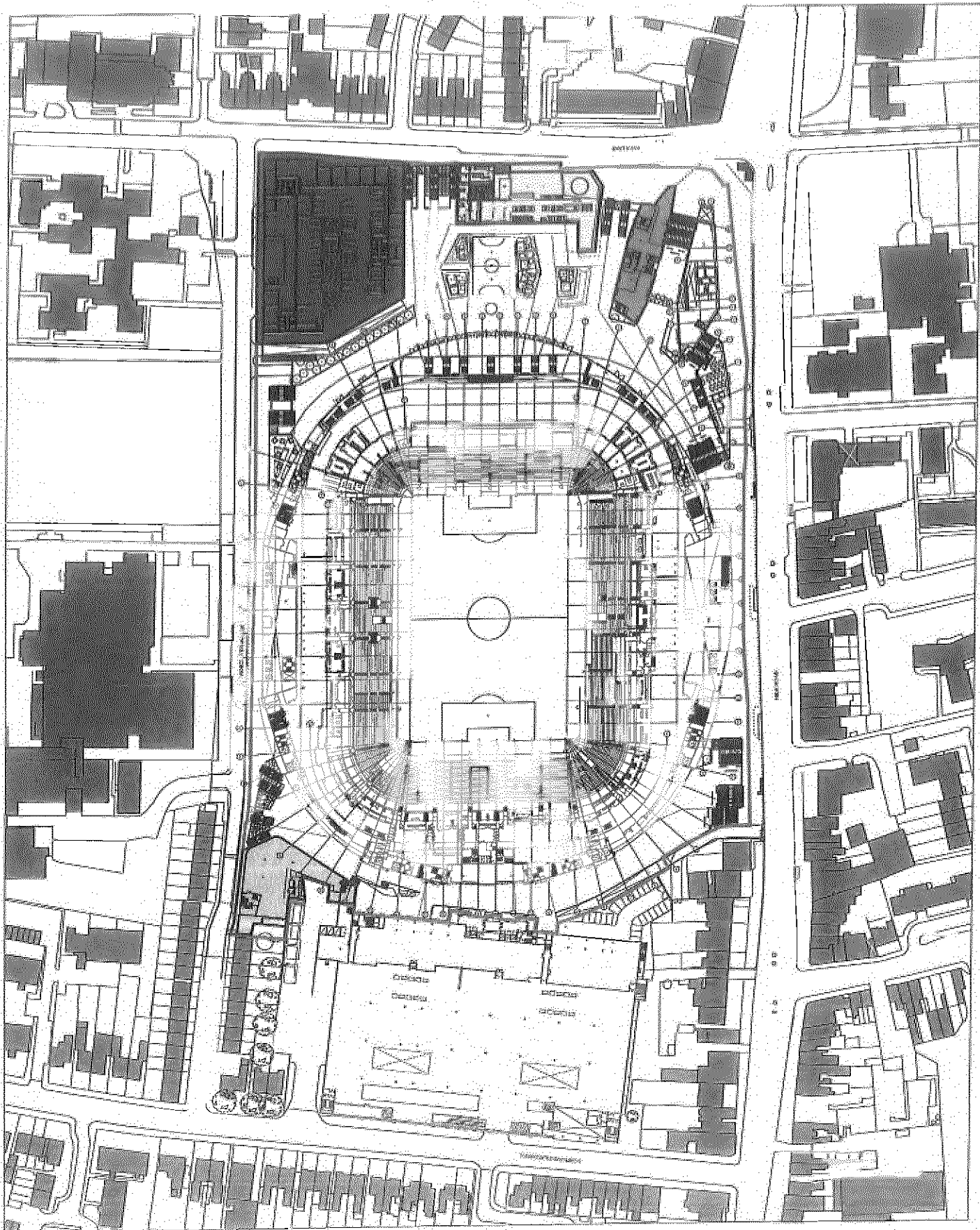
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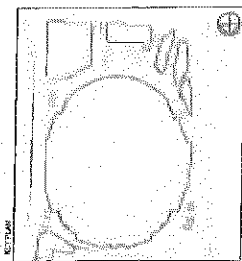
SUBJECT **PAUENT**

RESEARCH

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20	01.10.17



PLAN 6

GENERAL KEY
 1. EXISTING BUILDING
 2. EXISTING LAND

GENERAL KEY
 1. HOTEL
 2. OFFICE/RETAIL
 3. RESIDENTIAL
 4. COMMUNITY HEALTH CENTRE



PROJECT NAME
 NORTHUMBERLAND DEVELOPMENT PROJECT
 NORTHUMBERLAND PARK
 STADIUM LEASE PLAN
 LEVEL 02 USE PLAN

POPULOUS

31.03.2017
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PROJECT NO.
 44034

PROJECT NAME
 NORTHUMBERLAND DEVELOPMENT PROJECT

PROJECT NO.
 44034

PROJECT NAME
 NORTHUMBERLAND PARK

PROJECT NO.
 44034

PROJECT NAME
 STADIUM LEASE PLAN

PROJECT NO.
 44034

PROJECT NAME
 LEVEL 02 USE PLAN

PROJECT NO.
 44034

PROJECT NAME
 31.03.2017

PROJECT NO.
 1:750

PROJECT NAME
 A1

PROJECT NO.
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PROJECT NAME
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PROJECT NO.
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PROJECT NAME
 31.03.2017

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PROJECT NO.
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PROJECT NAME
 31.03.2017

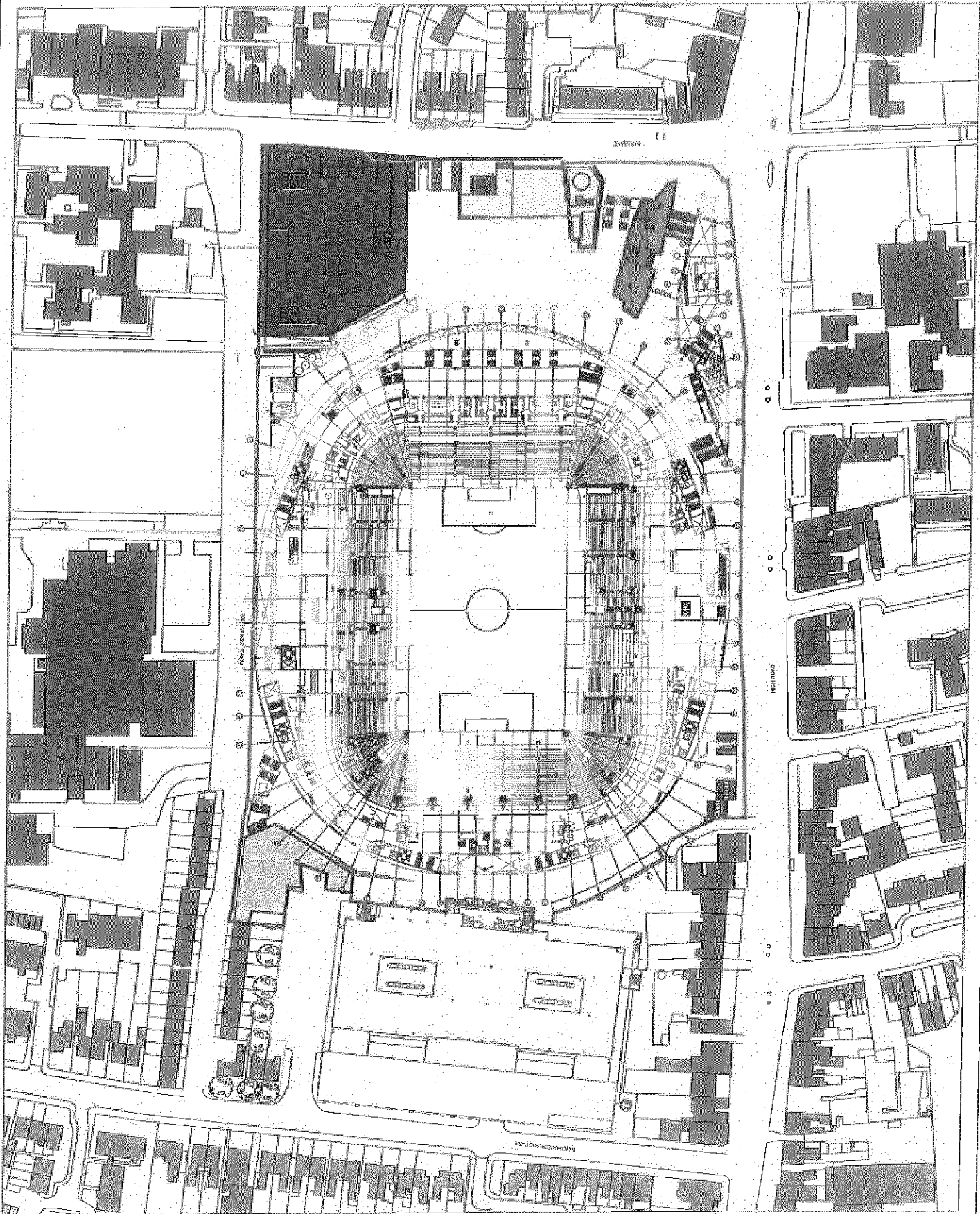
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 HR





PROJECT NAME
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PROJECT NO.
 TJ



GENERAL KEY
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RESEARCH SOCIETY
RESEARCH SOCIETY

COLOR KEY

	HOTEL
	ENTERTAINMENT
	RESIDENTIAL
	COMMUNITY HEALTH CENTRE

[illegible]

WILLIAM BOWEN, JR., DEBORAH M. BOWEN, JAMES BOWEN, JR., UNITED STATES DISTRICT COURT, DISTRICT OF COLUMBIA, 1000 11TH ST., N.W., WASHINGTON, D.C. 20004-4242, TEL: 202-331-7475.

NORTHUMBRIA AND DEVELOPMENT PROJECT

NORTHUMBERLAND PARK

STADIUM LEASE PLAN

LEVEL 03 USE PLAN

6780
PLATE No.
4494

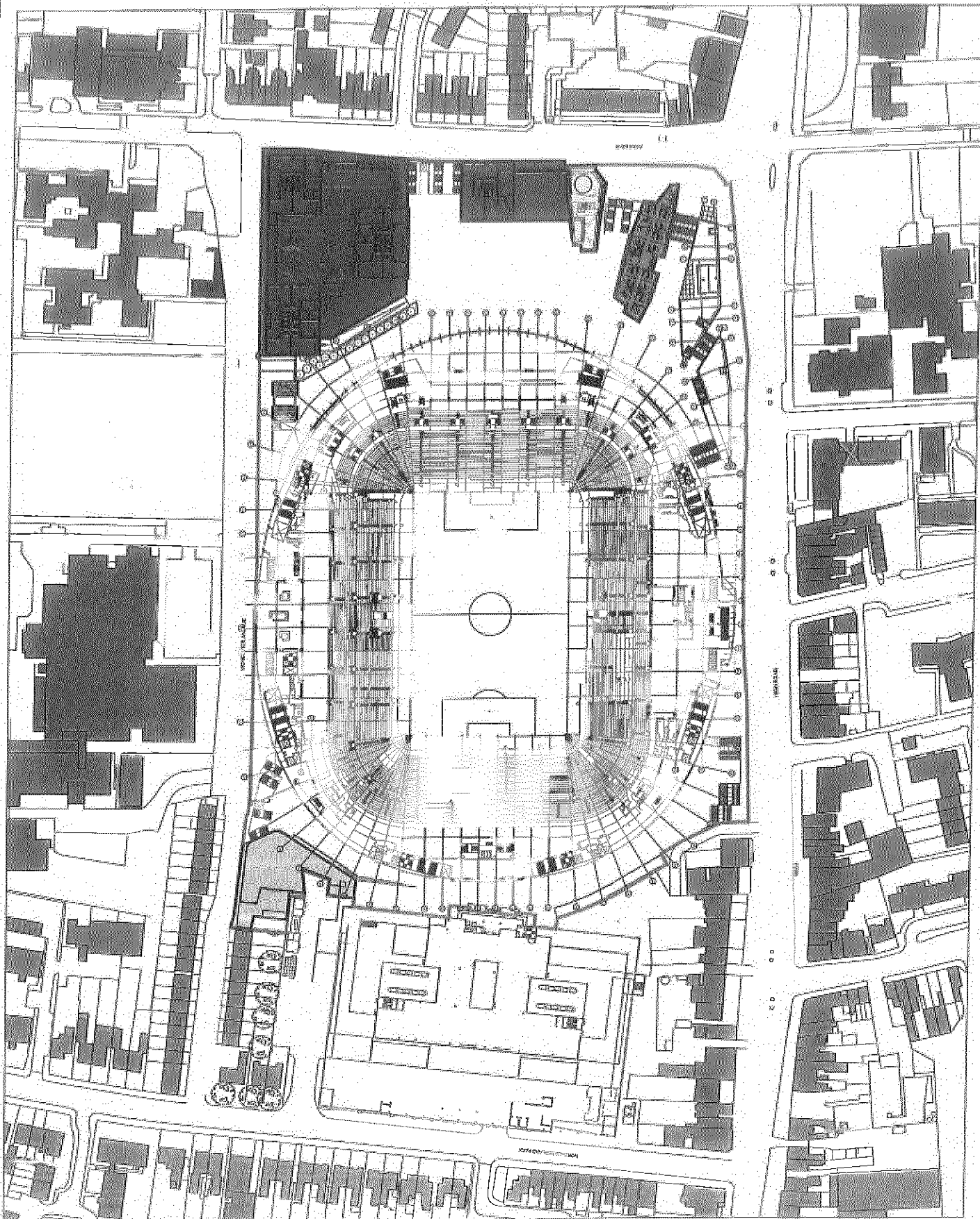
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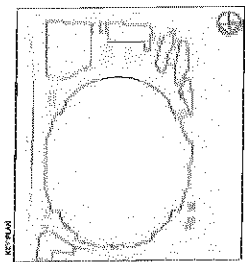
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PROJECT	AGENCY	ZONE/LEVEL	TYPE	COMP	DATE
115-12-1					

THC POP-XX-03-DR- C714-00



NO.	DATE	REVISIONS
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18	01.03.2017	ISSUED FOR PERMIT
19	01.03.2017	ISSUED FOR PERMIT
20	01.03.2017	ISSUED FOR PERMIT



PLAN 8

SERIAL KEY

- STADIUM BOUNDARY
- STADIUM FLOOR
- STADIUM FLOOR (LEVEL 1)
- STADIUM ACCESS



POPULOUS

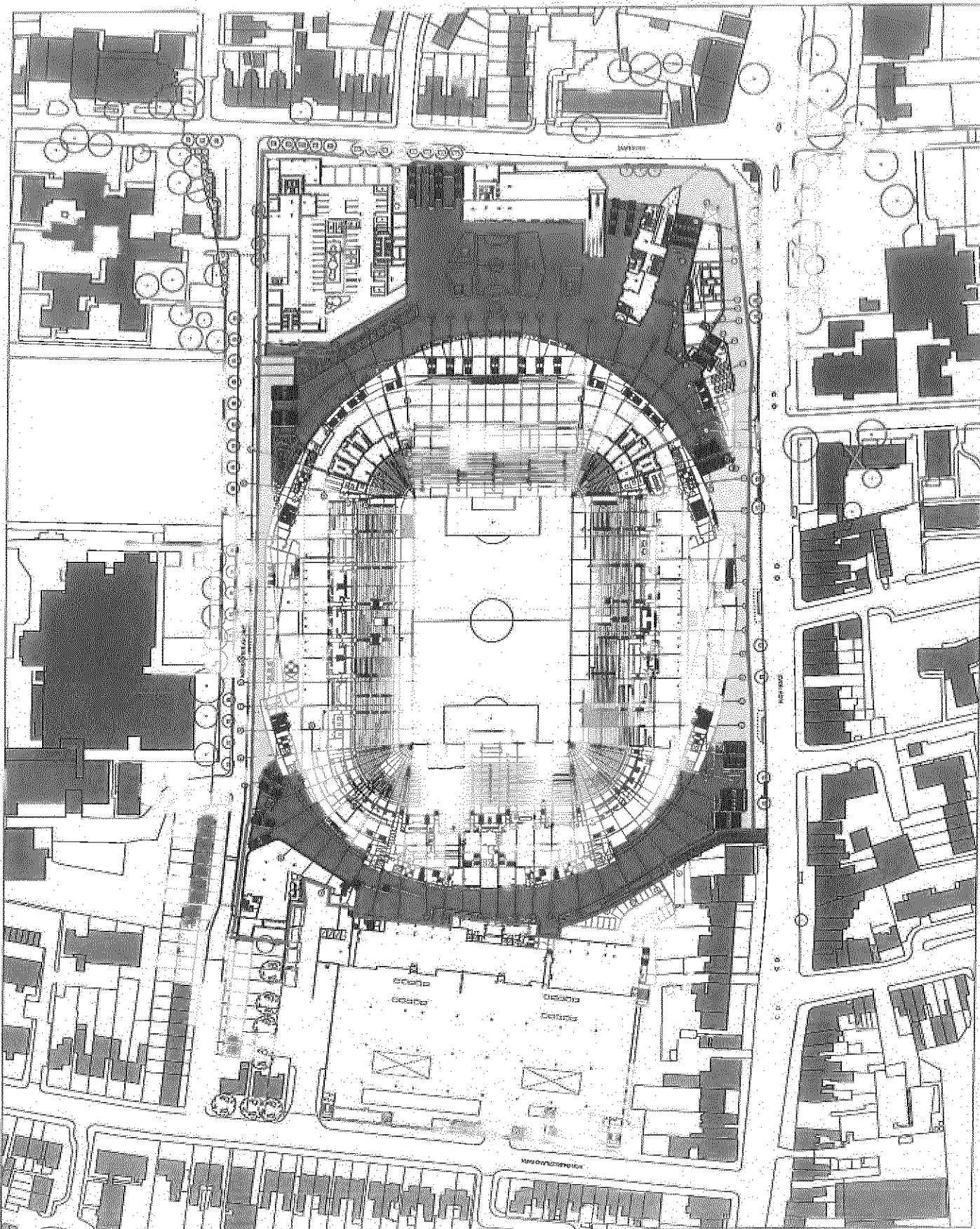
PROJECT NAME
NORTHUMBERLAND PARK
STADIUM LEASE PLAN
PUBLIC REALM USE PLAN

PROJECT NO.
4494

DATE
31.03.2017

SCALE
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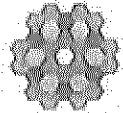
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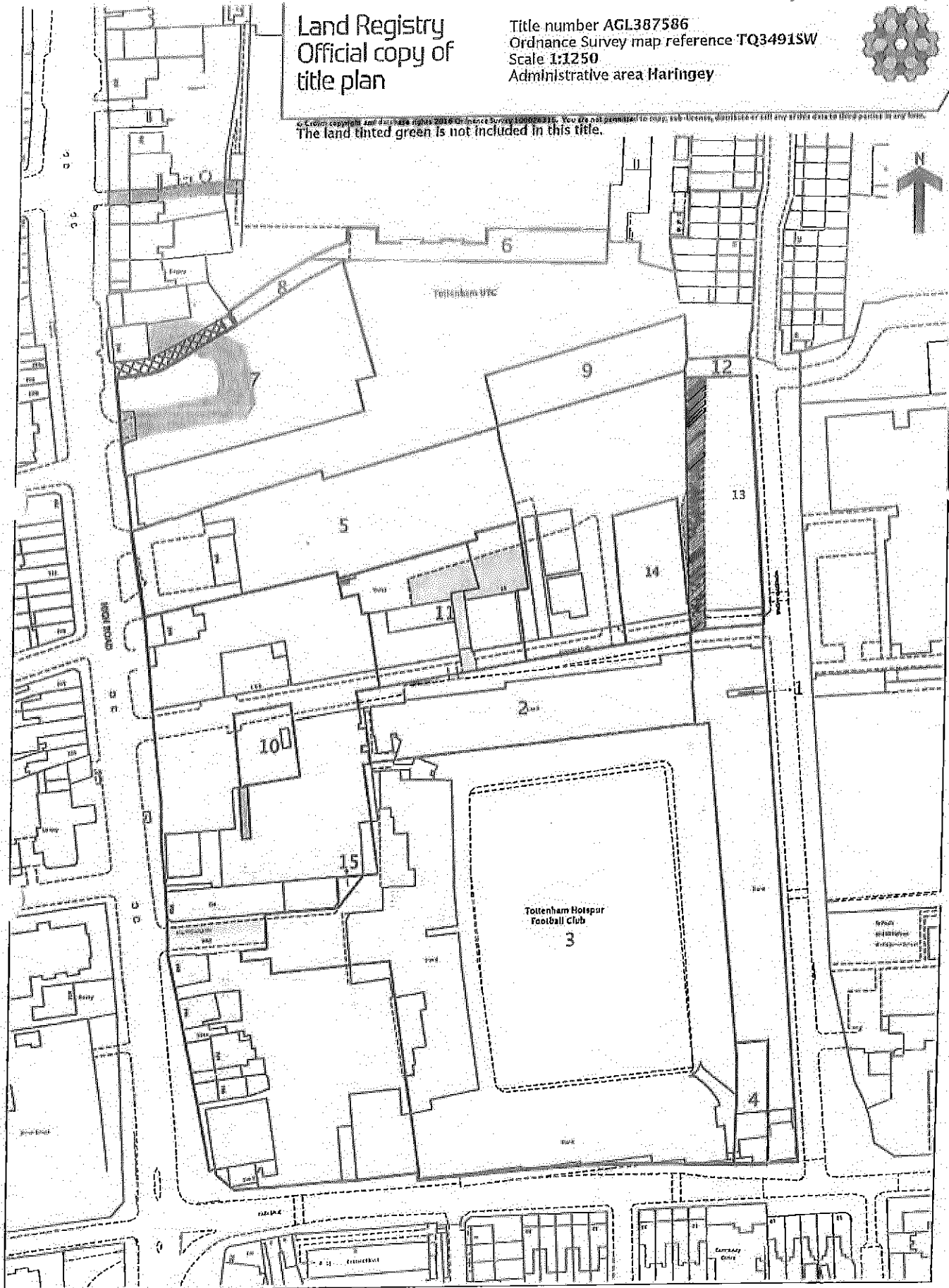
PLAN 9

Land Registry
Official copy of
title plan

Title number AGL387586
Ordnance Survey map reference TQ3491SW
Scale 1:1250
Administrative area Haringey



© Crown copyright and database rights 2016 Ordnance Survey 100026435. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.
The land tinted green is not included in this title.



SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM BANK

To: *[insert name and address of bank]*

Dated: [◆] 20[◆]

Dear Sirs

Re: Account holder[s]: [◆] [(the "Chargor[s]")]

1. We give notice that, by a debenture dated [◆] 20[◆] (the "Debenture"), we have charged to [◆] (the "Security Agent") as Security Agent for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to:
 - (a) *[In respect of Collection Accounts* - the Collection Accounts (as defined in the schedule to this letter), all monies from time to time standing to the credit of the Collection Accounts and all additions to or renewals or replacements thereof (in whatever currency); and]
 - (b) *[other accounts, if applicable]*,(together the "Charged Accounts") and to all interest from time to time accrued or accruing on the Charged Accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you.
2. We advise you that, under the terms of the Debenture, we are not entitled to withdraw any monies from the Charged Accounts without first having obtained the prior written consent of the Security Agent.
3. We irrevocably authorise and instruct you from time to time:
 - (a) unless the Security Agent so authorises you in writing, not to permit withdrawals from any Charged Account;
 - (b) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent;
 - (c) to pay all or any part of the monies standing to the credit of the Charged Accounts to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
 - (d) to disclose to the Security Agent such information relating to the Chargor[s] and the Charged Accounts as the Security Agent may from time to time reasonably request you to provide.
4. We agree that you are not bound to enquire whether the right of the Security Agent to withdraw any monies from any Charged Account has arisen or be concerned with (a) the propriety or regularity of the exercise of that right or (b) notice to the contrary or (c) to be responsible for the application of any monies received by the Security Agent.
5. This notice may only be revoked or amended by us with the prior written consent of the Security Agent.
6. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to [each][the] Chargor) that you agree to the above and that:

- (a) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice;
- (b) you have not, at the date this notice is returned to the Security Agent, received notice of any assignment or charge of or claim to the monies standing to the credit of any Charged Account or the grant of any security or other interest over those monies or any Charged Account in favour of any third party and you will notify the Security Agent promptly if you should do so in the future; and
- (c) you do not at the date of this notice and will not except as expressly permitted by this notice, in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts.

7. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

Name: _____
Title: _____

for and on behalf of
[NAME OF CHARGOR]

Name: _____
Title: _____

[SCHEDULE

The Collection Accounts (each a "Collection Account")		
Account holder	Account number	Bank branch address and sort code
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]

[On copy]

To: [◆] as Security Agent
[ADDRESS]

Copy to: [NAME OF EACH CHARGOR]

We acknowledge receipt of the above notice. We confirm and agree:

- (a) that the matters referred to in it do not conflict with the terms which apply to any Charged Account; and
- (b) the matters set out in paragraph [6] of the above notice.

for and on behalf of
[NAME OF BANK]

Dated: [◆] 20[◆]

**SCHEDULE 4: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ISSUER OF
AVAILABLE FUNDING INSTRUMENT**

To: [Insert name and address of issuer]

Dated: [] 20[]

Dear Sirs

[DESCRIBE AVAILABLE FUNDING INSTRUMENT] DATED [] 20[] BY
(1) YOU IN FAVOUR OF (2) [] (THE "CHARGOR")

1. We give notice that, by a debenture dated [] 20[] (the "Debenture"), we have assigned to [] ("Security Agent") as Security Agent for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to [insert details of Available Funding Instrument] (together with any other agreement supplementing or amending the same, together the "Available Funding Instrument") including all rights and remedies in connection with the Available Funding Instrument and all proceeds and claims arising from the Available Funding Instrument.
2. For the purposes of this notice and the attached acknowledgement, the term "Declared Default" has the meaning given to that term in the Debenture.
3. Notwithstanding the assignment of the Available Funding Instrument pursuant to the Debenture, you may continue to deal with us as counterparty under the Available Funding Instrument and we may exercise all rights (including the right to receive any payment for our own account), powers (including power of amendment and variation), discretions, claims and remedies expressed to be in our favour under the Available Funding Instrument, or which would (but for the assignment of the Available Funding Instrument pursuant to the Debenture) vest in us, in each case until you receive written notice from the Security Agent confirming that a Declared Default has occurred.
4. We irrevocably authorise and instruct you from time to time after you receive written notice from the Security Agent confirming that a Declared Default has occurred:
 - (a) to disclose to the Security Agent, at our expense, without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Available Funding Instrument as the Security Agent may at any time and from time to time reasonably request;
 - (b) to hold all sums from time to time due and payable by you to us under the Available Funding Instrument to the order of the Security Agent;
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Available Funding Instrument only in accordance with the written instructions given to you by the Security Agent from time to time;
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture, the sums payable to us from time to time under the Available Funding Instrument or the debts represented thereby which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and

- (e) to send copies of all notices and, if requested by the Security Agent, other information under the Available Funding Instrument to the Security Agent.
5. This notice may only be revoked or amended by us with the prior written consent of the Security Agent.
6. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you agree to the above and that:
- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice; and
- (b) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge or the grant of any security or the existence of any other interest of any third party in or to the Available Funding Instrument or any proceeds of it and you will notify the Security Agent promptly if you should do so in future.
7. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[On copy]

To: [◆] as Security Agent
[ADDRESS]

Copy to: [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [7] in the above notice.

for and on behalf of
[name of issuer]

Dated: [◆] 20[◆]

**SCHEDULE 5: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM PARTY TO
RELEVANT CONTRACT**

To: [Insert name and address of relevant party]

Dated: [◆]] 20[◆]

Dear Sirs

[DESCRIBE RELEVANT CONTRACT] DATED [◆]] 20[◆] BETWEEN (1) YOU
AND (2) [◆]] (THE "CHARGOR")

1. We give notice that, by a debenture dated [◆]] 20[◆] (the "**Debenture**"), we have [assigned]/[charged] to [◆]] ("**Security Agent**") as Security Agent for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to [all amounts receivable or recoverable by and all monetary claims owing to us under the terms of]¹ [insert details of Relevant Contract] (together with any other agreement supplementing or amending the same, together the "**Agreement**") including all rights and remedies in connection with [the payment of such amounts and the recovery of such monetary claims]²/[the Agreement and all proceeds and claims arising from the Agreement]³.
2. [For the purposes of this notice and the attached acknowledgement, the term "**Declared Default**" has the meaning given to that term in the Debenture.
3. Notwithstanding the [assignment]/[charge] of the Agreement:
 - (a) pursuant to the Debenture, you may continue to deal with us as counterparty under the Agreement and we may exercise all rights (including the right to receive any payment for our own account), powers (including power of amendment and variation), discretions, claims and remedies expressed to be in our favour under the Agreement, or which would (but for the [assignment]/[charge] of the Agreement pursuant to the Debenture) vest in us; and
 - (b) we warrant and represent that, subject always to the terms of the Agreement or with your written consent, nothing in the Debenture prevents us from amending, restating, terminating or replacing the Agreement from time to time without the consent of any third party (including, without limitation, the Security Agent),]⁴

in each case until you receive written notice from the Security Agent confirming that a Declared Default has occurred.]⁵

¹ Drafting note: Include in the case of the Technical Sponsorship Agreement only.

² Drafting note: Include in the case of the Technical Sponsorship Agreement only.

³ Drafting note: Include in the case of the all Agreements other than the Technical Sponsorship Agreement.

⁴ Drafting note: Include where required for clarification purposes by a counterparty to a Restricted Contract, the Technical Sponsorship Agreement, the NFL Venue Hire Agreement or a Material Revenue Contract only.

⁵ Drafting note: Do not include for a notice served under clause 4.6(c)(iii).

4. We irrevocably authorise and instruct you from time to time [after you receive written notice from the Security Agent confirming that a Declared Default has occurred]⁶:
- (a) to disclose to the Security Agent, at our expense, without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Security Agent may at any time and from time to time reasonably request;
 - (b) to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Security Agent;
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Security Agent from time to time;
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, [payment of amounts due under]⁷ the Debenture, the sums payable to us from time to time under the Agreement or the debts represented thereby which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
 - (e) to send copies of all notices and, if requested by the Security Agent, other information under the Agreement to the Security Agent.
5. [We hereby confirm that the [assignment]/[charge] is expressed to be subject to any entitlement which you may have under the terms of the Agreement to deduct or withhold amounts payable to us, and that, notwithstanding the [assignment]/[charge], you may continue to make such deductions or withholding from any amount payable to us or (following receipt of written notice from the Security Agent confirming that a Declared Default has occurred) the Security Agent.]⁸
6. This notice may only be revoked or amended by us with the prior written consent of the Security Agent.
7. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you agree to the above and that:
- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice; and
 - (b) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge or the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Security Agent promptly if you should do so in future.

⁶ Drafting note: Do not include for a notice served under clause 4.6(c)(iii).

⁷ Drafting note: Include in the case of the Technical Sponsorship Agreement only.

⁸ Drafting Note: Include in the case of the Technical Sponsorship Agreement only.

8. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[On copy]

To: [◆] as Security Agent
[ADDRESS]

Copy to: [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [7] in the above notice.

for and on behalf of
[name of relevant party]

Dated: [◆] 20[◆]

SCHEDULE 6: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To: [Insert name and address of insurer]

Dated: [] 20[]

Dear Sirs

[DESCRIBE INSURANCE POLICIES] DATED [] 20[] BETWEEN (1) YOU AND (2) TOTTENHAM HOTSPUR STADIUM LIMITED (THE "CHARGOR")

1. We give notice that, by a debenture dated [] 20[] (the "Debenture"), we have assigned to [] (the "Security Agent") as Security Agent for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to the policies described above (together with any other agreement supplementing or amending the same, the "Policies") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
2. For the purposes of this notice and the attached acknowledgement, the term "Declared Default" has the meaning given to that term in the Debenture.
3. Notwithstanding the assignment of the Policies pursuant to the Debenture, you may continue to deal with us as counterparty under the Policies and we may exercise all rights (including the right to receive any payment for our own account), powers (including power of amendment and variation), discretions, claims and remedies expressed to be in our favour under the Policies, or which would (but for the assignment of the Policies pursuant to the Debenture) vest in us, in each case until you receive written notice from the Security Agent confirming that a Declared Default has occurred.
4. We irrevocably authorise and instruct you from the time you receive written notice from the Security Agent confirming that a Declared Default has occurred:
 - (a) to disclose to the Security Agent at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Security Agent may from time to time reasonably request;
 - (b) to hold all sums from time to time due and payable by you to us under the Policies to the order of the Security Agent;
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Security Agent from time to time;
 - (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and
 - (e) to send copies of all notices and, if requested by the Security Agent, other information under the Policies to the Security Agent.

5. We irrevocably instruct you, with effect from the date of this notice and to the extent not already done so, to note on the relevant Policies the Security Agent's interest as first loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above in respect of any claim or series of connected claims in excess of £100,000 (other than in respect of any claim paid directly to a third party under any public liability or third party liability insurance) occurring after the Security Agent has given any written notice to you confirming that a Declared Default has occurred (with a copy to the insurance broker last notified to the Security Agent by us) until such notice has been revoked by the Security Agent.
6. From the time you receive written notice from the Security Agent confirming that a Declared Default has occurred, we are not permitted to receive from you, otherwise than through the Security Agent, any amount in respect of or on account of the sums payable to us from time to time under the Policies in excess of £100,000.
7. This notice may only be revoked or amended by us with the prior written consent of the Security Agent.
8. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you agree to the above and that:
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Security Agent promptly if you should do so in future; and
 - (c) from the time you receive written notice from the Security Agent confirming that a Declared Default has occurred, you will not permit any sums in excess of £100,000 to be paid to us or on account for us (otherwise than through the Security Agent) under or pursuant to the Policies without the prior written consent of the Security Agent.
9. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
TOTTENHAM HOTSPUR STADIUM LIMITED

[On copy]

To: [◆] as Security Agent
[ADDRESS]

Copy to: TOTTENHAM HOTSPUR STADIUM LIMITED

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [8] in the above notice.

for and on behalf of

[◆]

Dated: [◆] 20[◆]

EXECUTION PAGES

THE CLUB

Executed as a deed by **TOTTENHAM**)
HOTSPUR FOOTBALL & ATHLETIC)
CO. LTD by a director in the presence of a)
witness:)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

ONE BUNHILL ROW,
LONDON
EC1Y 8YY

STADCO

Executed as a deed by **TOTTENHAM**)
HOTSPUR STADIUM LIMITED by a)
director in the presence of a witness:)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

ONE BUNHILL ROW,
LONDON
EC1Y 8YY

CLUB HOLDCO

Executed as a deed by **TOTTENHAM**
HOTSPUR FOOTBALL CLUB
HOLDINGS LIMITED by a director in the
presence of a witness:

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

ONE BUNHILL ROW,
LONDON
EC1Y 8YY

STADIUM HOLDCO

Executed as a deed by **TOTTENHAM**
HOTSPUR STADIUM DEVELOPMENT
LIMITED by a director in the presence of a
witness:

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

ONE BUNHILL ROW,
LONDON
EC1Y 8YY

PARENT

Executed as a deed by **TOTTENHAM**)
HOTSPUR LIMITED by a director in the)
presence of a witness:)

Signature

Name (block capitals)

Director

Witness signature

Witness name
(block capitals)

Witness address

ONE GUNHILL Row

LONDON

EC1Y 8YY

THE SECURITY AGENT

EXECUTED as a **DEED**

by **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** acting by
its attorney/director

.....
Attorney/Director

Witnessed by:

.....
Witness Name:

Witness Address: