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CHFP025

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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

4101

36624

Name of company

* THE EVERTON FOOTBALL CLUB COMPANY LIMITED (the 'Company')

Date of creation of the charge

22 August 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

ASSIGNMENT OF PAYMENTS (the 'Assignment')

Amount secured by the mortgage or charge

- 4
- (a) all the obligations and liabilities of the Company to Barclays of any kind and in any currency (whether present or future, actual or contingent and whether as principal or surety or incurred alone or jointly with another and whether Barclays shall have been an original party to the relevant transaction or not) under the Facility Letter,
 - (b) the Expenses, and
 - (c) Interest on the amounts referred to in (a) and (b) above (clauses 2.1.1 and 2.1.2 of the Assignment) from the date on which the Company has agreed to pay Interest on them or, if there is no such agreement, from the date in which they become due

All definitions are given on page 2 of this form 395 and the continuation sheet.

Names and addresses of the mortgagees or persons entitled to the charge

Barclays Bank PLC of 71 Grey Street, Newcastle upon Tyne ('Barclays')

Postcode NE1 6EF

Presentor's name address and
reference (if any)

Dickinson Dees LLP
St Ann's Wharf
112 Quayside
Newcastle upon Tyne
NE99 1SB

BAR/1/349

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



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A08

24/08/2007

92

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company assigns absolutely and unconditionally and with full title guarantee to Barclays the Company's right, title, benefit and interest (present and future) in the Payments together with all rights for the Borrower to sue or take action in respect of any non-payment of the Payments by the FAPL

NB The Assignment contains the following restrictions
The Company will not without Barclay's prior written consent

- (1) create or permit to arise or continue any Encumbrance affecting the Payments; or
- (11) dispose or purport to dispose of any interest in or grant any right over any Assigned Property.

In this form 395:

'Assigned Property' means the rights, title, benefits and interest assigned by clause 3 of the Assignment,

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Particulars as to commission allowance or discount (note 3)

N11

Signed Dickinson Dees LLP

Date 22/8/07

On behalf of ~~XXXXXX XXXXXX~~ (chargee) †

A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
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bold block lettering*

Company Number

36624

Name of Company

THE EVERTON FOOTBALL CLUB COMPANY

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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bold block lettering*

'Encumbrance'	includes any mortgage, charge (fixed or floating), pledge, lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority,
'Expenses'	means all expenses (on a full indemnity basis), from time to time paid or incurred by an administrator (appointed under the Insolvency Act 1986) of the Company in carrying out his statutory functions and that administrator's remuneration and all expenses (on a full indemnity basis) including legal fees, from time to time paid or incurred by Barclays or any Receiver at any time in connection with the Assigned Property or the Obligations or in taking, perfecting or enforcing the Assignment or in exercising any right or power under the Assignment or otherwise together with VAT upon such Expenses where appropriate;
'Facility Letter'	means the facility letter dated 3 July 2007 from Barclays to the Company whereby Barclays made available to the Company an overdraft facility of up to £25,000,000,
'FAPL'	means, as appropriate, The Football Association Premier League Limited or combination of association football clubs comprising the clubs known as the FA Premier League or any replacement thereof by whatever name,
'Interest'	means interest at the rate or rates agreed between Barclays and the Company and in the absence of agreement in respect of any liability or obligation at the rate of 3% per annum above the base rate of Barclays from time to time,
'Obligations'	means the obligations and liabilities of the company to Barclays covenanted to be discharged or paid under clause 2 of the Assignment,
'Payments'	means all amounts (including VAT) due or owing to or which may be due or owing to or purchased or otherwise acquired by the Company from the FAPL for the 2007/2008 association football season in relation only to the "Basic Award Fund" pursuant to Rule C 35.1 of the FAPL Rules and the "Merit Payments Fund" pursuant to Rule C 35.2 of the FAPL Rules arising from or relating to the provision by the FAPL to enable it to fulfil its agreements for the broadcasting and televising and the recording and/or filming of any association football match involving such clubs;
'Receiver'	means any person appointed as receiver, administrative receiver, administrator, manager or receiver and manager;

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 00036624

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENTS OF PAYMENTS DATED THE 22nd AUGUST 2007 AND CREATED BY EVERTON FOOTBALL CLUB COMPANY, LIMITED (THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st AUGUST 2007

A handwritten signature in black ink, appearing to be 'R. S.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES