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* Insert full name
of company

COMPANIES FORM No. 395**Particulars of a mortgage or charge****395**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

20

36624

Name of company

* The Everton Football Club Company Limited ("the Company")

Date of creation of the charge

27th March 1998

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

Debenture dated 27th March 1998 and made between the Company (1) and the Bank (2) ("the Debenture").

Amount secured by the mortgage or charge

All monies, obligations and liabilities at the date of the Debenture or at any time thereafter due owing or incurred by the Company to the Bank on any current or other account or otherwise (whether actual or contingent, as principal or surety and whether solely or jointly with any other person) including interest, discount, commission, bank charges and other charges and expenses charged by the Bank; such interest to be calculated and compounded in accordance with the usual practice of the Bank for the time being as well after as before any demand made or judgment obtained under the Debenture ("the Secured Obligations").

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

The Co-operative Bank p.l.c. of PO Box 101, 1 Balloon Street, Manchester, M60 4EP ("the Bank")

Presentor's name address and
reference (if any):

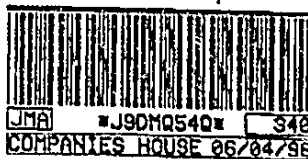
Addleshaw Booth & Co
1 Barbirolli Square
Manchester
M2 3AB
t:\forms\clwef-d.lfd

MDY/CLW/103284/240/exm

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. By the Debenture the Company, with full title guarantee as defined in Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1994, charges to the Bank as security for the payment and discharge of the Secured Obligations:

1.1 by way of legal mortgage all freehold and leasehold property of the Company at the date of the Debenture and the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property;

1.2 by way of fixed charge all estates and interests of the Company in freehold, leasehold and other immovable property (wherever situate) at the date of the Debenture or at any time thereafter during the continuance of the security created by the Debenture belonging to or charged to the Company and the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property;

1.3 by way of fixed charge the benefit of all its rights, present and future, under covenants for title given in relation to the Property and the benefit of all its rights, present and future, against any lessee, sub-lessee, licensee or other occupier of the Property for the time being (including rights to rental and other income) and, in each case, its rights against guarantors and sureties for the obligations of such persons;

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Addleshaw Booth & Co

Date

6th April 1998

On behalf of [company] [mortgagee/chargee] †

† 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 must 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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

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

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Company Number

36624

Name of Company

The Everton Football Club Company Limited ("the 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)

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1.4 by way of fixed charge the benefit of all its rights, present and future under any contract for the sale, letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property;

1.5 by way of fixed charge the benefit of all its rights, present and future, against persons in connection with any works carried out and/or services and/or goods supplied in the design, construction, fitting out, repair, or replacement of the Property;

1.6 by way of fixed charge all licences, consents and authorisations (both public and private), present and future, held by it in connection with any of its activities;

1.7 by way of fixed charge all its plant, machinery, vehicles, computers and other equipment, present and future (unless it forms part of its stock-in-trade or work in progress) and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement;

1.8 by way of fixed charge all its goodwill and uncalled capital, present and future;

1.9 by way of fixed charge all stocks, shares and other securities (including debt securities) and interests in any unincorporated business or entity, at the date of the Debenture and at any time during the continuance of the security created by the Debenture owned by the Company, together with all rights benefits and property (including dividend and other income) offered arising or accruing in relation thereto;

1.10 by way of fixed charge all interests in and rights under policies of insurance and assurance now or at any time during the continuance of the security created by the Debenture belonging to the Company and all its rights, present and future, to other compensation monies from time to time payable in respect of the Charged Assets;

1.11 by way of fixed charge all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know-how, inventions, confidential information and other intellectual property rights, including the benefit of any pending applications for any of them at the date of the Debenture or at any time during the continuance of the security created by the Debenture belonging to the Company, including all the Company's rights under any agreements, both present or future, relating to the use or exploitation of such rights;

1.12 by way of fixed charge all book and other debts at the date of the Debenture and from time to time due or owing to the Company and all other rights and claims against third parties (including deposits and credit balances held by the Bank and third parties) capable of being satisfied by the payment of money at the date of the Debenture or at any time during the continuance of the security created by the Debenture belonging to the Company, together with the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and Encumbrances); and

1.13 by way of floating charge all its undertaking, property and assets, whatever and wherever both present and future (including heritable and other property and assets in Scotland) except to the extent effectively charged under the provisions reproduced above.

NOTES

1 NEGATIVE PLEDGE:

By the Debenture the Company agrees that it:

- 1.1 shall not without the prior written consent of the Bank create or allow to subsist any Encumbrance over any Charged Asset (whether ranking in priority to, pari passu with or subsequent to the security created by the Debenture) or attempt or agree to do so;
- 1.2 shall not sell, transfer, assign, factor, discount, or otherwise dispose of any Charged Asset without the prior written consent of the Bank (except for a disposal at market value in the usual course of trading of Charged Assets charged by way of floating charge only) or attempt or agree to do so.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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Please complete
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Company Number

36624

Name of Company

The Everton Football Club Company Limited ("the 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)

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2 CRYSTALLISATION OF FLOATING CHARGE:

2.1 Under the terms of the Debenture the Bank may by notice to the Company convert the floating charge created by clause 2.1.13 of the Debenture (reproduced above as 1.13) into a fixed charge as regards any Charged Asset specified in the notice.

2.2 the floating charge created by clause 2.1.13 of the Debenture (reproduced above as 1.13) shall automatically be converted into a fixed charge in respect of any Charged Asset; 2.2.1 upon there being a breach of Clause 3.1 or 3.2 of the Debenture (reproduced as 1.1 and 1.2 in the Negative Pledge section above) in relation to that Charged Asset; and 2.2.2 upon the presentation or making of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order in respect of that Charged Asset;

3 FURTHER ASSURANCE

3.1 By the Debenture the Company shall, if required by the Bank and at its own cost:

3.1.1 execute in favour of the Bank and deliver to the Bank any further charge by way of legal mortgage, assignment, mortgage, charge, transfer or other security over any Charged Asset required by the Bank from time to time either in the Bank's standard form for the time being or in any other form required by the Bank;

3.1.2 do and concur in any other act or thing required by the Bank to vest title to any Charged Asset in the Bank or its nominee(s) (subject to the Company's equity of redemption) or to more effectively provide security for the payment and discharge of the Secured Obligations; and

3.1.3 give notice to such person(s) as the Bank may require of any security created or act done pursuant to the Debenture, and take any other step required by the Bank to perfect any such security.

4 CONTINUING OBLIGATIONS OF THE COMPANY

By the Debenture, at all times during the continuance of the security the Company shall pay into an account of the Company with the Bank or as the Bank may direct all amounts received by it in respect of book and other debts or other rights charged to the Bank by way of fixed charge under the Debenture and until such payment hold all monies so received upon trust for the Bank and, in addition to its obligations under clauses 3.1 and 3.2 of the Debenture (reproduced as paragraphs 1.1 and 1.2 in the Negative Pledge section above) not, without the prior written consent of the Bank (save in the usual course of its business activities) release, set-off, grant time or indulgence or otherwise deal with them save in accordance with clause 7.6 of the Debenture (reproduced here as this paragraph).

5 CONTINUING SECURITY

5.1 The security created pursuant to the Debenture is created for the purpose of securing further advances and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever. Such security is in addition to, independent of, and shall not merge or otherwise prejudice or affect (or be prejudiced or affected by) any other Encumbrance, right or remedy at the date of the Debenture or thereafter held by the Bank and shall not be prejudiced or affected by the Bank dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any such Encumbrance, right or remedy, or give time for payment or indulgence or compounding with any other person liable for any of the Secured Obligations.

5.2 If the Bank receives or is deemed to be affected by notice (whether actual or constructive) of any subsequent charge or interest affecting any part of the Charged Assets or of any other matter which may cause any security created pursuant to the Debenture to cease to be a continuing security the Bank may open a new account or accounts for the Company and any other person for whose liability the Debenture is available as security. If the Bank does not open a new account or accounts in such circumstances then unless the Bank shall notify the Company to the contrary, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to receive such notice and as from that time all payments made by or on behalf of the Company or any such person shall be credited or deemed to have been credited to the new account(s) (as applicable) and shall not operate to reduce the amount for which the Debenture is security.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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

Continuation sheet No. 3
to Form No 395 and 410 (Scot)

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Company Number

36624

Name of Company

The Everton Football Club Company Limited ("the 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)

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6 POWER OF ATTORNEY

6.1 By the Debenture the Company by way of security and in order more fully to secure the performance of the Company's obligations under the Debenture irrevocably appointed each of the Bank and the persons deriving title under it and any person nominated in writing under the hand of any officer of the Bank and separately any Receiver to be its attorney for and on behalf of the Company and as the act and deed or otherwise of the Company to execute as a deed or under hand (as applicable) and deliver and do all such assurances, acts and things which the Company may be required to execute or do under the Debenture and generally in its name and on its behalf to exercise any right, power or privilege in connection with the Debenture of the Bank or any such Receiver or which may be required or which the Bank or any Receiver shall deem fit for carrying any sale, lease, charge, disposal or other act by the Bank or any Receiver into effect or for giving the Bank or any Receiver the full benefit of the Debenture and generally to use the name of the Company and to do any other thing which it or he may reasonably deem proper in or for the purpose of exercising any of such powers, authorities and discretions.

6.2 By the Debenture the Company covenants with the Bank and separately with any Receiver that, on request, it will ratify and confirm all acts carried out by the Bank or any Receiver (or by the Company at the instance of the Bank or any Receiver) in the exercise or purported exercise of its or his powers.

By the Debenture the Bank or any Receiver may at any time delegate by power of attorney or otherwise to any person or persons all or any of the rights, powers and privileges (including those exercisable by it or him under clause 6.1 of the Debenture (reproduced as 6.1 above)) which are for the time being exercisable by the Bank or any Receiver under the Debenture. Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such requirements as the Bank or that Receiver may think fit.

7 DEFINITIONS AND INTERPRETATION

In this Form 395 where the context so admits:-

"1925 Act" means the Law of Property Act 1925;

"the Bank" includes persons deriving title under the Bank, its successors and assigns and any company with which it may amalgamate;

"Charged Assets" means all property, assets and rights of the Company, both present and future, which are for the time being subject to the security created by or pursuant to the Debenture and (unless the context requires otherwise) shall include each and every part thereof;

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, lien (save where arising by operation of law in the usual course of business), hypothecation, preferential right (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security, or other security interest of any kind;

"Property" means the property referred to in Clauses 2.1.1 and 2.1.2 of the Debenture (reproduced above as 1.1 and 1.2 in the first part of this section of this Form 395) and includes each and every part of it;

"Receiver" means any person or persons appointed by the Bank to be a receiver and manager or receivers and managers of all or any part of the Charged Assets and of all the rights of the Bank under the Debenture (and such expression shall, where the context so admits, include the plural and any substituted receiver and manager or receivers and managers).

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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 A DEBENTURE DATED THE 27th MARCH 1998 AND CREATED BY EVERTON FOOTBALL CLUB COMPANY, LIMITED (THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CO-OPERATIVE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th APRIL 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th APRIL 1998.

Peter C Protheroe

for the Registrar of Companies



C O M P A N I E S H O U S E

HC026B

