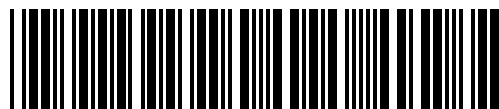




Registration of a Charge

Company Name: **EVERTON FOOTBALL CLUB COMPANY, LIMITED**

Company Number: **00036624**



Received for filing in Electronic Format on the: **30/08/2022**

XBBHJEQZ

Details of Charge

Date of creation: **15/08/2022**

Charge code: **0003 6624 0075**

Persons entitled: **RIGHTS AND MEDIA FUNDING LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

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: **BRYAN CAVE LEIGHTON PAISNER LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 36624

Charge code: 0003 6624 0075

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th August 2022 and created by EVERTON FOOTBALL CLUB COMPANY, LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th August 2022 .

Given at Companies House, Cardiff on 1st September 2022

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**

EXECUTION VERSION

DATED 15 August 2022

EVERTON FOOTBALL CLUB COMPANY, LIMITED
as Chargor

RIGHTS AND MEDIA FUNDING LIMITED
Lender

ACCOUNT SECURITY AGREEMENT

We certify that, save for material redacted pursuant to s.859G Companies Act 2006, this copy Instrument is a correct copy of the original Instrument

Bryan Cave Leighton Paisner
Bryan Cave Leighton Paisner LLP
Governor's House
5 Laurence Pountney Hill
London EC4R 0BR

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no licensed attorney has reviewed this document and you are advised that you may wish to consult with an attorney before you execute this document. If you are not an attorney, you are advised that you may wish to consult with an attorney before you execute this document. If you are not an attorney, you are advised that you may wish to consult with an attorney before you execute this document. If you are not an attorney, you are advised that you may wish to consult with an attorney before you execute this document.

DATED 15 August **2022**

PARTIES

- (1) **EVERTON FOOTBALL CLUB COMPANY, LIMITED** (registered in England and Wales under company number 00036624) the registered office of which is at Goodison Park, Goodison Road, Liverpool, L4 4EL (the "**Chargor**"); and
- (2) **RIGHTS AND MEDIA FUNDING LIMITED** (registered in England and Wales under company number 07575619) the registered office of which is at Denzell House Dunham Road, Bowdon, Altrincham, Cheshire, England, WA14 4QE (the "**Lender**").

BACKGROUND

- (A) By a facility agreement originally dated 29 April 2021 made between the Chargor as borrower and the Lender as amended and restated on 5 November 2021 and as further amended and restated on or around the date of this Deed pursuant to the Second Amendment and Restatement Agreement (the "**Facility Agreement**"), the Lender has agreed to make available to the Chargor a loan facility on the terms set out therein.
- (B) It is a condition precedent to the availability of Tranche B and Tranche C (as defined in the Facility Agreement) for utilisation by the Borrower that the Chargor enters into this Deed.
- (C) The Chargor has agreed to charge the Accounts (as defined below) as security to the Lender to secure the payment and discharge of the Secured Obligations (as defined below).

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Accounts**" means the accounts listed in Schedule 1 (in each case, and any replacement account or subdivision or subaccount of that account and any renewal or redesignation of that account).

"**Act**" means the Law of Property Act 1925.

"**Charged Property**" means all the assets and undertaking of the Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Lender under this Deed.

"**Finance Document**" shall have the meaning ascribed to it by the Facility Agreement.

"**Party**" means a party to this Deed.

"**Receiver**" means any one or more receiver, administrator or receiver and manager appointed by the Lender under this Deed (whether sole, joint and/or several and including any substitute).

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

"Related Rights" means, in relation to any asset:

- (a) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (b) all monies and proceeds paid or payable in respect of that asset,

both present and future (including all rights against any trustee, nominee, fiduciary or clearing system).

"Secured Obligations" means all obligations under, or in respect of, Tranche B and/or Tranche C under the Facility Agreement at any time due, owing or incurred by the Chargor to the Lender, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity).

1.2 Construction

1.2.1 Unless the contrary intention is expressed, all defined terms in the Facility Agreement have the same meaning here.

1.2.2 The construction provisions set out at paragraph 2 (Interpretation) of Schedule 1 to the Facility Agreement shall apply equally to this Deed.

1.2.3 If any provision of this Deed shall conflict with any term of the Facility Agreement then the relevant term of the Facility Agreement shall prevail.

1.2.4 Unless the contrary intention appears, references in this Deed to **"insolvency"** include any of the following or any steps in relation to the following:

- (a) any bankruptcy, liquidation, reorganisation (by way of voluntary arrangement, scheme of arrangement, restructuring plan or otherwise), moratorium of any indebtedness, administration, receivership or dissolution;
- (b) any composition, compromise, arrangement or assignment with any creditor;
- (c) the appointment of a liquidator, receiver, administrative receiver, administrator, monitor, compulsory manager or other similar officer; or
- (d) any similar or analogous event in any jurisdiction whatsoever.

2 COVENANT FOR PAYMENT

2.1 Covenant to pay

The Chargor covenants with the Lender that it will on demand, pay and discharge each and all of the Secured Obligations when due (provided that neither this covenant nor the Security constituted by this Deed shall extend to or include any liability or sum which would, but for this provision, cause this covenant or Security to be unlawful or prohibited by any applicable law).

2.2 **Survival of obligations**

The payment obligations of the Chargor under the Finance Documents shall survive the enforcement of the whole or any part of the Charged Property.

3 **SECURITY**

3.1 **General**

The Security created under this Deed is created:

- (a) in favour of the Lender;
- (b) as a continuing security to secure the payment and discharge of the Secured Obligations; and
- (c) with full title guarantee.

3.2 **Fixed charge**

The Chargor charges by way of first fixed charge:

- (a) the Accounts and the debts represented by such Accounts; and
- (b) all Related Rights in respect of each Account and the debts represented by them.

4 **PERFECTION OF SECURITY**

4.1 **Further assurance**

The Chargor shall execute any document and do anything else the Lender reasonably requires (and in such form as the Lender reasonably requires):

- (a) to give effect to this Deed and the transactions intended to be effected by it;
- (b) to create, perfect, protect and preserve the Security intended to be created by this Deed and its ranking with any other Security over any Charged Property;
- (c) to exercise any rights, powers and discretions of the Lender, any Receiver or any administrator in connection with any Charged Property;
- (d) to facilitate the realisation of any Charged Property in accordance with this Deed; and
- (e) to enable or assist the Lender to enter into any transaction to start, defend or conduct any proceedings and/or take any other action relating to any Charged Property permitted by this Deed in any jurisdiction or under the law of any jurisdiction.

- 4.1.2 The Chargor shall deliver to the Lender such evidence of the due authorisation and execution of any document delivered or thing done under Clause 4.1 (*Further assurance*) as the Lender may reasonably require.

- 4.1.3 The covenants set out in sections 2(1)(b) and 2(2) of the Miscellaneous Provisions Act shall extend to include the provisions set out in this Clause 4.1 (*Further assurance*).

4.2 **Notices**

- 4.2.1 The Chargor shall, within five (5) Business Days of the date of this Deed, serve a notice in the form set out in Schedule 3 (*Notice*) in respect of each of the Accounts charged pursuant to Clause 3 (*Security*).
- 4.2.2 The Chargor shall, within 30 (thirty) days of the date of this Deed, procure that the party to whom the notice is addressed completes and returns to the Lender an acknowledgement in the form of Part B of the relevant notice.

5 **REPRESENTATIONS AND WARRANTIES**

The Chargor makes the representations and warranties set out in this Clause 5 (*Representations and Warranties*) to the Lender.

5.1 **Accounts**

- (a) All obligations and moneys due or payable in respect of the Accounts have been duly and promptly performed or paid in full.
- (b) It has not created, nor has it permitted to be created, any Security over the Accounts save for Permitted Security.

5.2 **Legal and beneficial ownership**

It is and will be the sole legal and beneficial owner of the Charged Property free from any encumbrance or Security except for Permitted Security.

5.3 **Effective Security**

This Deed is an effective Security over the Charged Property.

5.4 **Notice of Adverse Claim**

It has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in them.

5.5 **Repetition of representations**

The representations and warranties set out in this Clause 5 (*Representations and Warranties*) are made by the Chargor on the date of this Deed and on the date of each Utilisation Request and each Interest Payment Date (in each case by reference to the facts and circumstances then existing).

6 **UNDERTAKINGS**

The Chargor gives the undertakings in this Clause 6 (*Undertakings*) which remain in force from the date of this Deed until this Deed is discharged.

6.1 **Negative pledge**

It shall not, at any time before the Secured Obligations have been irrevocably discharged in full and the Lender has no commitment or liability, whether present

or future, actual or contingent, under, or in respect, of either Tranche B or Tranche C under the Facility Agreement, create or permit to subsist any Security over any Charged Property, except where permitted by the terms of the Facility Agreement.

6.2 Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Charged Property except where such transfer or disposal would be permitted by the terms of the Facility Agreement.

6.3 Charged Property

6.3.1 It shall:

- (a) promptly notify the Lender of (i) any action threatened in writing or started by a third party to seize, attach, take possession of or create Security (other than Permitted Security) over any of the Charged Property; (ii) of any circumstances which are reasonably likely to give rise to a claim on or under the Charged Property; and (iii) of anything which is reasonably likely to have a material adverse effect on the rights and interests of the Chargor to and in any of the Charged Property; and
- (b) promptly provide the Lender with any information which it reasonably requests regarding the Charged Property and the Chargor's compliance with this Deed.

6.3.2 It shall not, at any point before the Secured Obligations have been irrevocably discharged in full and the Lender has no commitment or liability, whether present or future, actual or contingent, under, or in respect, of either Tranche B or Tranche C under the Facility Agreement, do or permit to be done any act or thing which is reasonably likely to jeopardise the rights of the Lender in the Charged Property or which is reasonably likely to adversely affect the Security intended to be created by this Deed or materially diminish the value of the Charged Property.

6.3.3 It shall not close or permit any material variation to the rights attaching to any Accounts without the Lender's consent, save as permitted by the Facility Agreement.

6.3.4 It shall, on reasonable request, promptly deliver to the Lender evidence that the Chargor has complied with the provisions of this Clause 6 (*Undertakings*).

7 RIGHTS OF ENFORCEMENT

7.1 Enforcement

7.1.1 The Secured Obligations shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.

7.1.2 The Security created by this Deed shall become enforceable immediately:

- (a) if an Event of Default has occurred and is continuing; or
- (b) if the Chargor requests the Lender to exercise any of its powers under this Deed.

7.1.3 The restrictions imposed by section 103 of the Act shall not apply to the Security created by this Deed.

7.1.4 In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Lender or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred and that the Secured Obligations are outstanding and have become due.

7.2 Lender's and Receiver's powers and rights

On and after the Security created under this Deed becoming enforceable, and for so long as such Security is enforceable, the Lender may, without notice to the Chargor or authorisation from any court and without prejudice to any other of its rights and remedies, in its absolute discretion:

- (a) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit);
- (b) appoint a Receiver or Receivers of the whole or any part of the Charged Property and (so far as the law allows) to remove and/or substitute any such appointee; and/or
- (c) appropriate any Charged Property in accordance with Clause 7.3 (*Right of appropriation*).

7.2.2 On and after the Security created under this Deed becoming enforceable, the Lender (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall have the power to exercise:

- (a) all statutory and other powers and rights (including the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act 1986 whether or not the Lender and/or any Receiver is an administrative receiver); and
- (b) the powers and rights specified in Schedule 2 (*Lender's and Receiver's powers*),

and may exercise them in the name of the Chargor and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

7.3 Right of appropriation

To the extent that any of the Charged Property constitutes "financial collateral" and this Deed and the obligations of the Chargor under it constitute a "financial collateral arrangement" (in each case as defined in, and for the purposes of, the Regulations), the Lender shall have the right to appropriate all or any part of it in or towards discharge of the Secured Obligations and transfer title in and to it to the Lender. For this purpose, the Parties agree that the value of the financial collateral so appropriated shall be in the case of cash, the amount standing to the credit of the Account, together with any accrued but unpaid interest, at the time the right of appropriation is exercised. The Parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

7.4 **Capacity of Receivers**

Each Receiver appointed under this Deed:

- (a) may act severally or together with any other person appointed or substituted as Receiver;
- (b) for all purposes shall be deemed to be the agent of the Chargor which shall be solely responsible for the Receiver's acts, omissions, defaults, losses and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Lender; and
- (c) shall be entitled to remuneration for his services at a rate to be determined by the Lender from time to time (without being limited to the maximum rate specified by s109(6) of the Act). The Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of every Receiver.

7.5 **Power to remedy**

If the Chargor fails to comply with any obligation set out in Clause 6 (*Undertakings*) or Clause 4 (*Perfection of security*) and that failure is not remedied to the satisfaction of the Lender within 14 days of the Lender giving notice to the Chargor or the Chargor becoming aware of its failure to comply, it will allow (and authorises) the Lender or any other person which the Lender nominates to take any action on behalf of the Chargor which is necessary to ensure that those obligations are complied with.

7.6 **Power of attorney**

7.6.1 The Chargor irrevocably and by way of security appoints the Lender and any Receiver jointly and severally to be its attorney (with full power of substitution) and in its name, on its behalf to execute, deliver and perfect all documents and do all things which the attorney may consider necessary or desirable to:

- (a) carry out any obligation imposed on the Chargor by this Deed or any other agreement binding on it to which the Lender is party following the Security created under this Deed becoming enforceable or the Chargor failing to comply with a written request to comply with such obligation; and
- (b) enable the Lender and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them under this Deed or by law.

7.6.2 The Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

8 **APPLICATION OF RECEIPTS**

8.1 **Priority of payment**

The Lender or any Receiver shall apply all moneys received by them under this Deed after the Security created under this Deed has become enforceable in the following order:

- (a) **firstly**, in or towards the payment pro rata of any unpaid costs and expenses of the Lender or any Receiver under this Deed and (if relevant)

interest on them at the rate set out in the Facility Agreement (both before and after judgment) from their due date until the date they are irrevocably paid in full;

- (b) **secondly**, in or towards the payment pro rata of any unpaid fees, commission or remuneration of the Lender and any Receiver;
- (c) **thirdly**, in or towards the discharge of all liabilities having priority to the Secured Obligations;
- (d) **fourthly**, in or towards the discharge of the Secured Obligations in accordance with the Facility Agreement; and
- (e) **fifthly**, in the payment of any surplus to the Chargor or other person entitled to it,

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

- 8.1.2 The provisions in Clause 8.1 (*Priority of payment*) will override any appropriation made by the Chargor.

8.2 **Crediting to suspense account**

The Lender or any Receiver may credit any monies received from the enforcement of this Deed to any suspense account in any manner and for such period as the Lender or that Receiver thinks fit.

9 **NOTICES**

9.1 **Communications in writing**

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, shall be made by fax, email or letter.

9.2 **Addresses**

The address, email address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of the Chargor, that identified with its name below;
- (b) in the case of the Lender, that identified with its name below,

or any substitute address, email address or fax number or department or officer as the Party may notify to the Lender under clause 16 (*Notices*) of the Facility Agreement by not less than five Business Days' notice.

9.3 **Delivery**

- 9.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (a) if by way of fax or email, when received in legible form; or

- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 9.2 (*Addresses*), if addressed to that department or officer.

9.4 **English language**

9.4.1 Any notice given under or in connection with this Deed must be in English.

9.4.2 All other documents provided under or in connection with this Deed must be:

- (a) in English; or
- (b) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

10 **RELEASE OF SECURITY**

10.1 **Redemption of Security**

At the time when the Secured Obligations have been irrevocably discharged in full and the Lender has no commitment or liability, whether present or future, actual or contingent, under, or in respect, of either Tranche B or Tranche C under the Facility Agreement, the Lender shall as soon as reasonably practicable release and cancel the Security constituted by this Deed and reassign the assets assigned under this Deed to the Chargor at the request and cost of the Chargor, in each case subject to Clause 10.2 (*Avoidance of payments*) and without recourse to, or any representation or warranty by, the Lender or any of its nominees.

10.2 **Avoidance of payments**

If the Lender reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under, and the Security constituted by, this Deed shall continue and that amount shall not be considered to have been irrevocably paid.

10.3 **Other obligations**

Any release or discharge of all or any of the Security created by this Deed shall not release or discharge the Chargor from any liability to the Lender (whether in its capacity as such or otherwise) or any Receiver which might exist independently of this Deed.

11 **ASSIGNMENT AND TRANSFER**

11.1 **Assignment by the Chargor**

The Chargor may not assign transfer or otherwise part with its rights or obligations under this Deed.

11.2 Assignment by the Lender

11.2.1 The Lender may at any time transfer, assign or novate all or any part of its rights, benefits or obligations under this Deed in accordance with the provisions of the Facility Agreement.

11.2.2 The Lender may disclose to any assignee or proposed assignee such information as it is permitted to disclose to any assignee or proposed assignee under the Facility Agreement.

12 GENERAL PROVISIONS

12.1 Trust provisions

The covenants, undertakings and representations made by the Chargor under this Deed are made in favour of the Lender.

12.2 Immediate recourse

The Chargor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

12.3 Exercise of powers and liability

12.3.1 This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Lender of any other security at any time held by the Lender.

12.3.2 The Lender may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security against the Charged Property and may settle and pay the accounts of the prior chargee (which shall be binding on the Chargor). All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Chargor to the Lender on demand.

12.3.3 None of the provisions of this Deed shall be deemed to impose on the Lender or imply on their part any obligation or other liability in relation to the Charged Property.

12.4 New Accounts

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

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

12.5 Consolidation

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to the security created by this Deed.

12.6 Rights of third parties

12.6.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

12.6.2 The Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

12.7 Effect as a deed

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

12.8 Counterparts

This Deed may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

12.9 Chargor's obligations

Neither the Security created under this Deed nor the obligations of the Chargor under this Deed will be affected by any act, omission, matter or thing which, but for this Clause 12.9 (*Chargor's obligations*), would reduce, release or prejudice that security or any of its obligations under this Deed (without limitation and whether or not known to it or the Lender) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of the Chargor or any other person under the terms of any composition or arrangement with any person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and whether or not more onerous), or replacement, assignment, avoidance or termination of any Finance Document or any other document or Security including any change in the purpose of, any extension of or any increase in

any facility or the addition of any new facility under any Finance Document or other document or Security;

- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or
- (g) any insolvency or similar proceedings.

12.10 **Chargor intent**

Without prejudice to the generality of Clause 12.9 (*Chargor's obligations*), the Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

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

12.11 **Appropriations**

Until the Secured Obligations have been irrevocably paid in full, the Lender may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from the Chargor or on account of the Chargor's liability under this Deed.

13 **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in relation to this Deed, shall be governed by English law.

14 **ENFORCEMENT**

14.1 **Jurisdiction**

- 14.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (a "**Dispute**").
- 14.1.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 14.1.3 This Clause 14.1 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

Schedule 1
Accounts

Name of bank: Metro Bank

Name of account holder: Everton Football Club Company Limited

Sort code: 23-05-80

Account number: [REDACTED]

Currency: Sterling

Name of bank: Metro Bank

Name of account holder: Everton Football Club Company Limited

Sort code: 23-05-80

Account number: [REDACTED]

Currency: EUR

Schedule 2
Lender's and Receiver's powers

1 Dealing with the Chargor's assets

(a) Possession

To enter upon and take possession of, get in, use and/or collect any Charged Property.

(b) Payments

To pay any outgoings and payments charged on or otherwise relating to the Charged Property or their ownership, occupation or use.

(c) Satisfaction of the Secured Obligations

To apply monies standing to the credit of the Account (whether on or before the expiry of any fixed or minimum period for which they have been deposited) in or towards satisfaction or discharge of the Secured Obligations.

(d) Receipts

To give receipts and releases for any sums received.

(e) Assumption of rights

To assume, exercise, cancel and/or vary all or any of the powers and rights conferred on the Chargor under any Charged Property.

(f) Compromise claims

To compromise any claim relating to the Charged Property.

(g) Borrowing and advancing

To borrow, raise or advance money whether or not in priority to the Secured Obligations and with or without security.

2 Disposals

Selling

To sell or otherwise realise and deal with, and transfer title to, the Charged Property, in return for such consideration as it thinks fit and whether or not:

(i) for immediate or deferred consideration;

(ii) in return for a single payment or instalments; and

(iii) for consideration wholly or partly in cash, property or securities in whatever form,

and in all cases the terms of which shall bind any subsequent mortgagee.

3 **General**

(a) General powers

To do or abstain from doing all such things as it considers necessary or desirable for perfecting, maintaining preserving or enhancing the value of any of the Charged Property or for or in connection with the enforcement of the security created by this Deed or the realisation of any of the Charged Property, whether or not in accordance with the Facility Agreement, including:

- (i) executing, delivering and completing all or any deeds or other documents;
- (ii) using the name of the Chargor in connection with any of the purposes in this Schedule 2 (*Lender's and Receiver's powers*);
- (iii) commencing, carrying out and completing any acts, matters, proceedings in relation to any Charged Property as if it were the sole and absolute beneficial owner of the Charged Property; and
- (iv) obtaining, entering into and maintaining any bonds, covenants, commitments, engagements, guarantees and indemnities or other like arrangements.

(b) General

All its powers and discretions under this Deed shall be:

- (i) exercisable on such terms and conditions and otherwise as it may think fit; and
- (ii) as if it were the absolute and beneficial owner.

**Schedule 3
Notice of charge**

Part A

From: [Details of Chargor] (the "**Chargor**")

To: [Details of provider of the relevant Account(s)]

Date: [●]

Dear Sirs

[Description of relevant Account(s)] (the "Secured Account(s)")

We refer to the:

- (a) the Secured Account(s) (which expression shall include all monies standing to the credit of such account now or in the future);
- (b) account security agreement (the "**Security Agreement**") dated [●] made between [●] (the "**Lender**") (1) and the Chargor (2).

We give you notice that pursuant to the Security Agreement, all of our present and future right, title, interest and benefit in, under and to the Secured Account(s) were assigned to the Lender.

We irrevocably and unconditionally instruct and authorise you:

- (a) not to release any monies from the Secured Account(s) without the prior written consent of the Lender;
- (b) that all our rights in connection with the Secured Account(s) are exercisable by (or with the consent of) the Lender; and
- (c) to disclose any information relating to the Secured Account(s) which the Lender may from time to time request.

By countersigning this letter you confirm that:

- (a) you do not have, and will not make or exercise, any claims or demands, any rights of counterclaim, rights of deduction, set-off or any other equities against us or the Lender in respect of the Secured Account(s); and
- (b) no amendment, waiver or release of any right or obligation in connection with the Secured Account(s) and no termination or rescission of the Secured Account(s) by us shall be effective without the prior written consent of the Lender and in any event no such termination or rescission shall be effective unless you have given notice to the Lender.

Notwithstanding anything in this notice or otherwise we (and not the Lender nor its appointees) shall be liable to perform all the obligations assumed by us in respect of the Secured Account(s).

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Lender together give you notice in writing revoking them.

Schedule 3 : Notice of charge

This letter shall be governed by and construed in accordance with the laws of England.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Lender.

Signed

For and on behalf of the Chargor

Part B – Acknowledgment of notice of charge of account

From: [Details of provider of the relevant Account(s)]

To: [Lender]
[Address]

For the attention of [●]

Date: [●]

[Description of relevant Account] (the "Secured Account(s)")

We acknowledge receipt of the notice in the above terms. We confirm our acceptance of the instructions and authorisations contained in the notice and confirm that:

- (a) we have not received notice of any previous assignments or charges of or over the Secured Account(s); and
- (b) that we agree and will comply with each of the matters set out in the notice.

Signed
For and on behalf of [●]

EXECUTION PAGE

CHARGOR

Executed as a deed by **EVERTON**)
FOOTBALL CLUB COMPANY, LIMITED)
acting by Denis-Barrett-Baxendale and)
Grant Ingles;

Director

DocuSigned by:
[Redacted Signature]
48FFC00968E5465...

Director

DocuSigned by:
[Redacted Signature]
17FD524860344E6...

Notice:

Address: 7th Floor, Royal Liver Building, Pier Head, Liverpool Waterfront, Liverpool, L3 1HU
Email: Grant.Ingles@evertonfc.com

THE LENDER

RIGHTS AND MEDIA FUNDING LIMITED

By: [Redacted Signature]
DocuSigned by:
5130EF30E4C3424...
David McKnight

Notice:

Address: c/o Bryan Cave Leighton Paisner LLP, Governor's House, 5 Laurence Pountney Hill,
London, EC4R 0BR
Attention: Graham Shear/Marc Trottier
Email: graham.shear@bcplaw.com/marc.trottier@bcplaw.com