

# MG01

001378/13 ✓



## Particulars of a mortgage or charge

### A fee is payable with this form

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

✓ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

✗ **What this form is NOT for**  
You cannot use this form to  
particulars of a charge for a  
company. To do this, please  
use form MG01s

WEDNESDAY



LD3 **\*LGS65OLD\*** 125  
27/10/2010  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use																
Company number	0 0 0 3 5 6 6 8	1 8																
Company name in full	The Liverpool Football Club and Athletic Grounds Limited (the <i>Company</i> )																	
<p>► <b>Filing in this form</b> Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *</p>																		
<b>2</b>	<b>Date of creation of charge</b>																	
Date of creation	<table style="display: inline-table; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px;">d</td><td style="border: 1px solid black; padding: 2px;">1</td> <td style="border: 1px solid black; padding: 2px;">d</td><td style="border: 1px solid black; padding: 2px;">5</td> <td style="border: 1px solid black; padding: 2px;">m</td><td style="border: 1px solid black; padding: 2px;">1</td> <td style="border: 1px solid black; padding: 2px;">m</td><td style="border: 1px solid black; padding: 2px;">0</td> <td style="border: 1px solid black; padding: 2px;">y</td><td style="border: 1px solid black; padding: 2px;">2</td> <td style="border: 1px solid black; padding: 2px;">y</td><td style="border: 1px solid black; padding: 2px;">0</td> <td style="border: 1px solid black; padding: 2px;">y</td><td style="border: 1px solid black; padding: 2px;">1</td> <td style="border: 1px solid black; padding: 2px;">y</td><td style="border: 1px solid black; padding: 2px;">0</td> </tr> </table>		d	1	d	5	m	1	m	0	y	2	y	0	y	1	y	0
d	1	d	5	m	1	m	0	y	2	y	0	y	1	y	0			
<b>3</b>	<b>Description</b>																	
<p>Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'</p>																		
Description	<p>A deed of accession dated 15 October 2010 between the Company, The Royal Bank of Scotland plc as security agent (the <b>Security Agent</b>) and UKSV Holdings Company Ltd. (<b>UKSV</b>) (the <b>Accession Agreement</b>) pursuant to which the Company has acceded to a security agreement dated 15 October 2010 between UKSV and the Security Agent for itself and as agent and trustee for each of the Senior Creditors (the <b>Security Agreement</b>)</p>																	
<b>4</b>	<b>Amount secured</b>																	
<p>Please give us details of the amount secured by the mortgage or charge</p>																		
Amount secured	<p>Any and all present and future sums, liabilities and obligations (actual or contingent and whether owed solely or jointly with any other person and whether as principal or surety) owing, payable or incurred by any Obligor to any Senior Creditor in any currency under the Senior Finance Documents.</p> <p>Unless defined elsewhere in this Form MG01, capitalised terms used in this Form MG01 shall have the meanings given to them in the continuation pages attached hereto.</p> <p>Unless the context otherwise requires, capitalised terms importing the plural include the singular and vice versa.</p>																	
		<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>																

# MG01

## Particulars of a mortgage or charge

**5**

### Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	The Royal Bank of Scotland plc
Address	Level 5, 135 Bishopsgate, London
Postcode	E C 2 M 3 U R
Name	
Address	
Postcode	

**Continuation page**

Please use a continuation page if you need to enter more details

**6**

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**1. Legal Mortgages**

Pursuant to Clause 3 1 (*Legal mortgages*) of the Security Agreement, the Company has charged and agreed to charge by way of first legal mortgage.

- (a) all of the Real Estate in England or Wales vested in it on the date of the Accession Agreement by which it has become an Additional Chargor,
- (b) all Group Shares belonging to it on the date of the Accession Agreement by which it has become an Additional Chargor.

**2 Fixed Charges**

Pursuant to Clause 3 2 (*Fixed charges*) of the Security Agreement, the Company has charged and agreed to charge by way of first fixed charge all its rights, title and interest from time to time in and to.

- (a) Real Estate (to the extent not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) of the Security Agreement);
- (b) Investments (to the extent not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) of the Security Agreement);
- (c) plant, machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights;
- (d) Accounts;
- (e) to the extent not effectively assigned under Clause 3 3 (*Assignments*) of the Security Agreement, Insurance Policies and the Assigned Agreements to which it is party,

(Please refer to continuation page 1)

**Continuation page**

Please use a continuation page if you need to enter more details

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

continuation page 1

(f) any goodwill and rights in relation to its uncalled capital;

(g) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(h) Intellectual Property;

(i) any beneficial interest, claim or entitlement of it to any assets of any pension fund; and

(j) Monetary Claims.

**3. Assignments**

Pursuant to Clause 3.3 (*Assignments*) of the Security Agreement, the Company has assigned absolutely and agreed to assign absolutely all its rights, title and interest from time to time in and to:

(a) its Insurance Policies, and

(b) each Assigned Agreement to which it is a party (in relation to the Hedging Agreements, subject and without prejudice to the payment netting provisions set out in section 2(c) and the close-out netting provisions set out in section 6(e) of the International Swap Dealers Association, Inc. Master Agreement 1992 forming part of the Hedging Agreements).

**4 Floating Charge**

(a) Pursuant to Clause 3.4 (*Floating charge*) of the Security Agreement, the Company has charged by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located.

(b) The floating charge created by the Company pursuant to Clause 3.4(a) of the Security Agreement shall be deferred in point of priority to all other Security.

(c) The floating charge created by the Company pursuant to Clause 3.4(a) of the Security Agreement is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Security Agreement.

**5. Restriction on Dealings**

Pursuant to Clause 5 (*Restriction on Dealings*) of the Security Agreement the Company may not

(Please refer to continuation page 2)

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p style="text-align: right;">continuation page 2</p> <p>(a) create or permit to subsist any Security Interest on any of the Security Assets; or</p> <p>(b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) dispose of all or any part of the Security Assets,</p> <p>unless permitted to do so under the Credit Agreement.</p> <p><b>6. Further Assurances</b></p> <p>Pursuant to Clause 19 (<i>Further Assurances</i>) of the Security Agreement, the Company shall, at its own expense, take whatever action the Security Agent or a Receiver may require or consider expedient for</p> <p>(a) creating, perfecting or protecting any Security Interest intended to be created by or pursuant to the Security Agreement;</p> <p>(b) facilitating the realisation of any Security Asset on and after the occurrence of an event of default pursuant to Clause 19.1 (<i>Events of Default</i>) of the Credit Agreement,</p> <p>(c) creating and perfecting security in favour of the Security Agent over the assets of the Company located in any jurisdiction outside England and Wales, or</p> <p>(d) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver in respect of any Security Asset,</p> <p>including</p> <p>(1) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee; and</p> <p>(11) the giving of any notice, order or direction and the making of any filing or registration</p> <p><b>7. Negative Pledge</b></p> <p>Pursuant to paragraph (b) of Clause 18.2 (<i>Restrictions</i>) of the Credit Agreement, the Company undertakes not to create or permit to subsist any Security Interest on any of its assets or any Quasi-Security other than as permitted under the terms of the Credit Agreement.</p> <p>(Please refer to continuation page 3)</p>



**6** Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

continuation page 3

**8 Definitions**

**Accession Document** means a document substantially in the form set out in Schedule 6 (or such other form as the Facility Agent approves) to the Credit Agreement by which a Group Member becomes the Borrower and/or a Guarantor

**Accounts** means a Cash Collateral Account, Collection Account, Deferred Player Payment Collateral Account, Player Purchase Account or Prepayment Holding Account.

**Acquisition Agreement** means the sale and purchase agreement dated 6 October 2010 (as amended) between, among others, Kop Football Limited and UKSV relating to, inter alia, the purchase by UKSV of the entire issued share capital of the Company.

**Additional Chargor** means a person (including the Company) who has acceded to the Security Agreement as an additional chargor by executing a deed of accession substantially in the form set out in (where the Company is not specified as the Additional Chargor) Schedule 5 (*Form of Deed of Accession*) to the Security Agreement or (where the Company is specified as the Additional Chargor) Schedule 6 (*Form of LFC Deed of Accession*) to the Security Agreement (or such other form as the Security Agent and UKSV may approve).

**Additional Guarantor** means a Group Member which becomes a Guarantor in accordance with Clause 21.13 (*Additional Guarantors*) of the Credit Agreement

**Advance** means

- (a) when designated **Facility C**, the principal amount of each advance made or to be made under Facility C,
- (b) when designated **Revolving**, the principal amount of each advance made or to be made under the Revolving Facility,

in each case as from time to time reduced by repayment or prepayment and without any such designation means the Advance which the context requires.

**Agency Fees Letter** means the letter from the Facility Agent and the Security Agent to UKSV dated 15 October 2010 setting out the details of certain fees payable to the Facility Agent and Security Agent in connection with the Facilities and referred to in Clause 12 (*Fees*) of the Credit Agreement

(Please refer to continuation page 4)

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="338 331 1049 362">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="338 465 1462 526"><b>Ancillary Documents</b> means a document setting out the terms on which Ancillary Facilities are made available.</p> <p data-bbox="338 560 1544 654"><b>Ancillary Facilities</b> means any overdraft facilities made available by an Ancillary Lender by designating a portion of its Revolving Commitment in accordance with Clause 8 (<i>Ancillary Facilities</i>) of the Credit Agreement</p> <p data-bbox="338 687 1462 779"><b>Ancillary Lender</b> means a Revolving Lender that is an Arranger or an affiliate of an Arranger in its capacity as provider of Ancillary Facilities.</p> <p data-bbox="338 813 1478 873"><b>Applicable GAAP</b> means accounting principles, standards and practices generally accepted in the United Kingdom.</p> <p data-bbox="338 907 1561 967"><b>Arrangers</b> means The Royal Bank of Scotland plc and Wells Fargo Bank N A , London Branch and either one of them is an <b>Arranger</b>.</p> <p data-bbox="338 1001 1561 1124"><b>Assigned Agreements</b> means the Hedging Agreements, the Intercompany Loan Agreements, the Acquisition Agreement and any other agreement designated as an Assigned Agreement by a Chargor and the Security Agent and (in each case) all Related Rights.</p> <p data-bbox="338 1158 1528 1189"><b>Associated Liabilities</b> means in relation to any obligation or liability</p> <ul data-bbox="338 1223 1561 1796" style="list-style-type: none"><li>(a) any refinancing, novation, deferral or extension of that obligation or liability,</li><li>(b) any claim for damages or restitution however arising in connection with that obligation or liability or in relation to its rescission;</li><li>(c) any further advance or other accommodation which may be made under any agreement supplemental to any relevant agreement plus all related interest, fees, costs and expenses;</li><li>(d) any claim against any Debtor flowing from any recovery by a Debtor or any other person of a payment or discharge in respect of that obligation or liability on the grounds of preference or otherwise; and</li><li>(e) any amount (including post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of an obligation or liability in any insolvency or other proceedings</li></ul> <p data-bbox="338 1830 784 1861"><b>Borrower</b> means the Company.</p> <p data-bbox="338 1921 949 1953">(Please refer to continuation page 5)</p>	continuation page 4

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

continuation page 5

**Cash Collateral Account** means:

(a) any of the Company's accounts specified as such in Part C of the Schedule to the Accession Agreement and all Related Rights; and

(b) any other account so designated by a Chargor and the Security Agent and all Related Rights

**Chargor** means the Original Chargor and each Additional Chargor.

**Collection Account** means:

(a) any of the Company's accounts specified as such in Part C of the Schedule to the Accession Agreement and all Related Rights; and

(b) any other account opened or maintained by the Company (other than a Specified Account) and all Related Rights.

**Commitment** means

(a) when designated **Facility B**, in relation to an Original Lender and Facility B, the amount set opposite its name in Schedule 1 to the Credit Agreement in relation to Facility B,

(b) when designated **Facility C**, in relation to an Original Lender and Facility C, the amount set opposite its name in Schedule 1 to the Credit Agreement in relation to Facility C, and

(c) (subject to Clause 8.1 (*Ancillary Facilities*) of the Credit Agreement) when designated **Revolving**, in relation to an Original Lender and the Revolving Facility, the amount set opposite its name in Schedule 1 to the Credit Agreement in relation to the Revolving Facility,

and in each case in relation to any Lender:

(1) includes the total amount of any so designated Commitment transferred to it under the Credit Agreement; and

(11) means the relevant Commitment to the extent not cancelled, reduced or transferred by it under the Credit Agreement,

and without any such designation means the Commitment which the context requires

**Credit Agreement** means the agreement dated 15 October 2010 between, among others, UKSV, the Arrangers, the Original Lenders and The Royal Bank of Scotland plc as Facility Agent and Security Agent

(Please refer to continuation page 6)

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p style="text-align: right;">continuation page 6</p> <p><b>Debtor</b> means UKSV and any other Group Member who accedes to the Intercreditor Agreement in accordance with Clause 26.8 (<i>New Debtors</i>) of that agreement as a Debtor and, with effect from 15 October 2010, includes the Company.</p> <p><b>Deferred Player Payment Collateral Account</b> means, in relation to a Chargor, any account so designated by a Chargor and the Security Agent and all Related Rights.</p> <p><b>Existing Credit Agreement</b> means the credit agreement between Kop Football (Holdings) Limited, Kop Football Limited, the Company, The Royal Bank of Scotland plc and Wells Fargo Bank, N.A., London Branch (formerly Wachovia Bank, N.A., London Branch) as mandated lead arrangers and original lenders and The Royal Bank of Scotland plc as issuing bank, facility agent and security agent dated 25 January 2008 (as amended from time to time).</p> <p><b>External Operational Debt Documents</b> means any document entered into between the Company and an External Operational Debt Provider for the purpose of providing BACS, "Bankline", trade foreign exchange or "Streamline" or other merchant trading facilities, in each case in a form previously agreed by the Facility Agent.</p> <p><b>External Operational Debt Providers</b> means National Westminster Bank plc and The Royal Bank of Scotland plc and any other person who accedes to the Intercreditor Agreement in accordance with Clause 26.3 (<i>Change of Creditor</i>) or Clause 26.9 (<i>New External Operational Debt Provider</i>) of that agreement as an External Operational Debt Provider.</p> <p><b>Facilities</b> means Facility B, Facility C, the Revolving Facility and Ancillary Facilities.</p> <p><b>Facility Agent</b> means The Royal Bank of Scotland plc in its capacity as agent for the Finance Parties or a successor appointed under Clause 20.13 (<i>Resignation</i>) of the Credit Agreement.</p> <p><b>Facility B</b> means the revolving credit facility to be made available by the Facility B Lenders under paragraph (a) of Clause 2.1 (<i>Facilities</i>) of the Credit Agreement</p> <p><b>Facility C</b> means the term loan facility to be made available by the Facility C Lenders under paragraph (b) of Clause 2.1 (<i>Facilities</i>) of the Credit Agreement</p> <p>(please refer to continuation page 7)</p>



**6** Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

continuation page 7

**Finance Documents** means the Credit Agreement, each Security Document, the Intercreditor Agreement, the Hedging Agreements, the Ancillary Documents, each Accession Document, each Utilisation Request, the Agency Fees Letter, any accession document entered into in connection with the Intercreditor Agreement and/or the Security Agreement and any other document from time to time designated as a Finance Document by the Facility Agent and UKSV

**Finance Parties** means the Arrangers, the Facility Agent, the Security Agent, the Lenders, each Ancillary Lender, each Issuing Bank and each Hedging Lender and **Finance Party** means any of them

**Financial Indebtedness** means any indebtedness for or in respect of

- (a) moneys borrowed (including overdrafts),
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,
- (c) any amount raised pursuant to any note purchase facility or the issue of any debenture, bond, note or other similar instrument;
- (d) receivables sold or discounted (otherwise than on a non-recourse basis);
- (e) the acquisition cost of any asset to the extent payable after the time of acquisition where the deferred payment is arranged primarily as a method of raising finance or financing or refinancing the acquisition of the asset acquired;
- (f) finance leases, credit sale or conditional sale agreements (whether in respect of land, buildings, plant, machinery, equipment or otherwise) which are treated as finance or capital leases in accordance with Applicable GAAP (but only to the extent of such treatment),
- (g) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, standby or documentary credit or other instrument issued by a bank or financial institution,
- (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (calculated after giving effect to contractual netting);

(Please refer to continuation page 8)

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

continuation page 8

(i) any amount payable under any arrangement (including a put option) whereby a person is liable, at the request of a third party, to redeem or purchase share capital or other securities issued by it or any other person;

(j) any other transaction having the commercial effect of a borrowing, or

(k) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any indebtedness falling within paragraphs (a) to (j) (of this definition of Financial Indebtedness) inclusive,

without taking any amount into account more than once in any calculation of Financial Indebtedness.

**Group** means UKSV and its Subsidiaries from time to time and **Group Member** means any of those persons.

**Group Shares** means the shares in any Group Member owned legally or beneficially by the Company or held by the Security Agent or any nominee on its behalf (including the shares identified in the list of shares at continuation page 16) and all Related Rights.

**Guarantor** means UKSV or any Additional Guarantor

**Hedging Agreements** means:

(a) the Novation Agreement,

(b) the New Agreement and any confirmations thereto; and

any other agreements entered or to be entered into between Obligors and Hedging Lenders for the purpose of hedging interest rate risk and any agreement entered into by an Obligor and a Hedging Lender in replacement or renewal thereof.

**Hedge Counterparty** means The Royal Bank of Scotland plc and any other interest rate hedging provider who accedes to the Intercreditor Agreement in accordance with Clause 26.3 (*Change of Creditor*) or Clause 26.5 (*New Hedge Counterparties*) of that agreement as a Hedge Counterparty.

**Hedging Lender** means a provider of interest rate hedging under the Hedging Agreements (being a person that is a Lender at the time the relevant Hedging Agreement is entered into or an affiliate of such a person that has duly acceded to the Intercreditor Agreement).

**Initial Facility B Letter of Credit** means each letter of credit issued under Facility B (under and as defined in the Existing Credit Agreement) identified in Schedule 10 to the Credit Agreement

(Please refer to continuation page 9)

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

continuation page 9

**Initial Facility C Letter of Credit** means the bank guarantee issued at the request of the Company in favour of Liverpool City Council under the Existing Credit Agreement identified as such in Schedule 10 to the Credit Agreement

**Insurance Policies** means any contract or policy of insurance of any kind in which the Company has an interest from time to time and all Related Rights.

**Intellectual Property** means patents and patent applications, trade and service marks and applications, brand and trade names, copyrights and rights in the nature of copyright, design rights, registered designs and applications for registered designs, trade secrets, know-how and all other intellectual property rights throughout the world and all rights under any agreements relating to the use or exploitation of any such rights.

**Intercompany Loan Agreements** means the agreements entered into or to be entered into between Group Members under which funds are advanced

**Intercreditor Agreement** means the intercreditor agreement dated 15 October 2010 between, among others, the Facility Agent, the Security Agent and UKSV

**Investments** means any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including the Group Shares) and all Related Rights.

**Issuing Bank** means The Royal Bank of Scotland plc in its capacity as issuer of any Letter of Credit and/or any other Lender which has notified the Facility Agent that it has agreed to UKSV's request to be an Issuing Bank pursuant to the terms of the Credit Agreement and, in respect of a particular Letter of Credit, means its issuer.

**Lenders** means:

(a) when designated **Facility B**, the Original Lenders specified in Schedule 1 to the Credit Agreement as participating in Facility B;

(b) when designated **Facility C**, the Original Lenders specified in Schedule 1 to the Credit Agreement as participating in Facility C; and

(Please refer to continuation page 10)

6	<b>Short particulars of all the property mortgaged or charged</b>	
Short particulars	<p data-bbox="329 327 1024 360">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="1177 398 1511 432">continuation page 10</p> <p data-bbox="329 461 1528 524">(c) when designated <b>Revolving</b>, the Original Lenders specified in Schedule 1 to the Credit Agreement as participating in the Revolving Facility,</p> <p data-bbox="329 557 1528 712">and in each case any New Lender to whom rights and/or obligations are assigned or transferred in accordance with Clause 21 (<i>Changes to parties</i>) of the Credit Agreement (in each case for so long as the relevant person's rights and obligations have not been fully assigned and transferred or repaid and cancelled).</p> <p data-bbox="329 745 703 779"><b>Letter of Credit</b> means:</p> <p data-bbox="329 813 1528 936">(a) a Letter of Credit issued or to be issued by an Issuing Bank under Facility B substantially in the form sent out in Schedule 8 to the Credit Agreement or in any other form requested by UKSV and agreed by the Facility Agent and the Issuing Bank (each acting reasonably); or</p> <p data-bbox="329 969 1117 1003">(b) the Initial Facility B Letters of Credit, or</p> <p data-bbox="329 1037 1495 1126">(c) the Initial Facility C Letter of Credit (or any letter of credit issued to replace the then existing Initial Facility C Letter of Credit in accordance with the provisions of the Credit Agreement)</p> <p data-bbox="329 1160 1511 1249"><b>Monetary Claims</b> means any book and other debts and monetary claims owing to the Company (other than in respect of any Account) and all Related Rights.</p> <p data-bbox="329 1283 1495 1417"><b>New Agreement</b> means the International Swap Dealers Association, Inc Master Agreement 1992 (Multicurrency - Cross Border) (including the schedule annexed thereto) dated as of 15 October 2010 between The Royal Bank of Scotland plc and UKSV</p> <p data-bbox="329 1451 1528 1641"><b>New Lender</b> means any person which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets to whom a Lender may assign all or any of its rights and benefits under the Finance Documents or transfer in accordance with Clause 21.5 (<i>Transfer mechanism</i>) of the Credit Agreement all or any of its rights, benefits and obligations under the Finance Documents</p> <p data-bbox="329 1675 1528 1765"><b>Novation Agreement</b> means the novation and termination agreement dated 15 October 2010 between The Royal Bank of Scotland plc, Kop Football Limited and UKSV in relation to the New Agreement.</p> <p data-bbox="329 1798 1101 1832"><b>Obligors</b> means the Borrower and each Guarantor.</p> <p data-bbox="329 1888 954 1921">(Please refer to continuation page 11)</p>	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

continuation page 11

**Original Chargor** means UKSV

**Original Lender** means The Royal Bank of Scotland plc and Wells Fargo Bank N.A., London Branch.

**Player Purchase Account** means.

(a) any of the Company's accounts specified as such in Part C of the Schedule to the Accession Agreement and all Related Rights; and

(b) any other account so designated by a Chargor and the Security Agent and all Related Rights

**Prepayment Holding Account** means:

(a) any of the Company's accounts specified as such in Part C of the Schedule to the Accession Agreement and all Related Rights, and

(b) any other account so designated by a Chargor and the Security Agent and all Related Rights.

**Quasi-Security** means a transaction where a Group Member:

(a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or are intended to be leased to or re-acquired by a Group Member;

(b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;

(c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts; or

(d) enters into any other preferential arrangement having a similar effect,

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

(Please refer to continuation page 12)

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

continuation page 12

**Real Estate** means, in relation to the Company:

(a) any freehold, leasehold, licence or other interest in any immovable property (including the property identified in continuation pages 14, 15 and 16) and all Related Rights; and

(b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights

**Receiver** means a receiver and manager or other receiver appointed under the Security Agreement in respect of the Security Assets and shall, if allowed by law, include an administrative receiver.

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

(a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset;

(b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset,

(c) the proceeds of sale of all or any part of that asset, and

(d) any other moneys paid or payable in respect of that asset

**Revolving Facility** means the revolving credit facility to be made available by the Revolving Lenders under paragraph (c) of Clause 2 1 (Facilities) of the Credit Agreement

**Second Senior Creditor** means the Facility Agent, each Arranger, the Security Agent, each Issuing Bank (in respect of Letters of Credit issued under Facility C), each Hedge Counterparty, each Lender (other than a Facility B Lender, a Revolving Lender or, for the avoidance of doubt, an Ancillary Lender) and any other person who accedes to the Intercreditor Agreement as a Second Senior Creditor in accordance with Clause 26.3 (Change of Creditor) of the Intercreditor Agreement

**Second Senior Liabilities** means any and all present and future sums, liabilities and obligations (actual or contingent and whether incurred solely or jointly with any other person and whether as principal or surety) owing by any Debtor to any Second Senior Creditor in any currency under the Finance Documents (other than in respect of Facility B, the Revolving Facility and the Ancillary Facilities) together with all related Associated Liabilities.

(Please refer to continuation page 13)

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: right;">continuation page 13</p> <p><b>Security</b> means any Security Interest created under or pursuant to the Security Agreement.</p> <p><b>Security Assets</b> means all the assets and undertaking of each Chargor from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to the Security Agreement.</p> <p><b>Security Documents</b> means the Security Agreement and any other document providing for a guarantee or Security Interest in favour of the Finance Parties (or any of them) in respect of the obligations of one or more Obligors under the Finance Documents</p> <p><b>Security Interest</b> means any mortgage, charge, pledge, lien, assignment or other security interest or any other agreement, trust or arrangement (including a right of set-off or combination) having a similar effect</p> <p><b>Senior Creditor</b> means a Super Senior Creditor or a Second Senior Creditor</p> <p><b>Senior Finance Documents</b> means the Finance Documents and the External Operational Debt Documents.</p> <p><b>Specified Account</b> means each of the Cash Collateral Account, the Deferred Player Payment Collateral Account, the Player Purchase Account and the Prepayment Holding Account</p> <p><b>Subsidiary</b> means, in relation to a person, an entity of which that person owns directly or indirectly more than 50 per cent of the share capital or whose management and policies that person directly or indirectly has the power to direct whether through the ownership of shares, contract or otherwise.</p> <p><b>Super Senior Creditor</b> means the Facility Agent, the Arranger, the Security Agent (unless the Super Senior Discharge Date has occurred), each Facility B Lender, each Revolving Lender, each Ancillary Lender, each Issuing Bank (in respect of Letters of Credit issued under Facility B) and each External Operational Debt Provider.</p> <p><b>Super Senior Discharge Date</b> means the date on which the Security Agent (acting reasonably) is satisfied that all Super Senior Liabilities have been fully paid and discharged and all Commitments of the Lenders in respect of Facility B and the Revolving Facility and all obligations of the Ancillary Lenders under the Ancillary Documents and all obligations of the External Operational Debt Providers under the External Operational Debt Documents have been cancelled and no Debtors have any actual or contingent payment obligations under any Finance Document (other than in respect of Second Senior Liabilities) or External Operational Debt Document.</p> <p>(Please refer to continuation page 14)</p>	

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
Short particulars	Please give the short particulars of the property mortgaged or charged
	<p style="text-align: right;">continuation page 14</p> <p><b>Super Senior Liabilities</b> means any and all present and future sums, liabilities and obligations (actual or contingent and whether incurred solely or jointly with any other person and whether as principal or surety) owing by any Debtor to any Super Senior Creditor in any currency under:</p> <p>(a) the Finance Documents in respect of Facility B or the Revolving Facility,</p> <p>(b) the Ancillary Documents; or</p> <p>(c) the External Operational Debt Documents.</p> <p><b>Utilisation Request</b> means a notice requesting an Advance or Letter of Credit substantially in the form set out in Schedule 3 to the Credit Agreement (or such other form as the Facility Agent approves)</p> <p><b>9. List of Property</b></p> <p>1) The freehold property of Anfield Stadium, Anfield Road, Liverpool L4 0TH (MS483402)</p> <p>11) The leasehold property of Anfield Stadium, Anfield Road, Liverpool L4 0TH (MS483403)</p> <p>111) The freehold property of Liverpool Football Club Youth Academy, The Liverpool Way, Kirkby (MS387542)</p> <p>1v) The freehold property of 1 Lothair Road, Anfield, L4 ORL (MS314097)</p> <p>v) The freehold property of 3 Lothair Road, Anfield L4 ORL (MS371403)</p> <p>v1) The freehold property of 7 Lothair Road, Anfield L4 ORL (MS131946)</p> <p>v11) The freehold property of 9 Lothair Road, Walton L4 ORL (MS254873)</p> <p>v111) The freehold property of 10 Lothair Road, Anfield L4 ORL (MS191276)</p> <p>1x) The freehold property of 15 Lothair Road, Anfield L4 ORL (LA359900)</p> <p>x) The freehold property of 16 Lothair Road, Liverpool L4 ORL (MS42637)</p> <p>x1) The freehold property of 33 Lothair Road, Anfield L4 ORL (MS133243)</p> <p>x11) The freehold property of 35 Lothair Road, Anfield L4 ORL (MS88292)</p> <p>x111) The freehold property of 39 Lothair Road, Liverpool L4 ORL (MS59305)</p> <p>(Please refer to continuation page 15)</p>



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>xiv) The freehold property of 190 Walton Breck Road, Liverpool (MS2895)</p> <p>xv) The leasehold property of 1B Anfield Court, Anfield Road, Liverpool L4 0TW (MS428989)</p> <p>xvi) The leasehold property of 2A Anfield Court, Anfield Road, Liverpool L4 0TW (MS359155)</p> <p>xvii) The leasehold property of 2B Anfield Court, Anfield Road, Liverpool L4 0TW (MS186702)</p> <p>xviii) The leasehold property of 4A Anfield Court, Anfield Road, Liverpool L4 0TW (MS311743)</p> <p>xix) The freehold property of 47 Anfield Road, Liverpool L1 0TG (MS487750)</p> <p>xx) The freehold property of 49 Anfield Road, Liverpool L4 0TG (MS114754)</p> <p>xxi) The freehold property of 51 Anfield Road, Liverpool L4 0TG (MS210720)</p> <p>xxii) The the freehold property of 53 Anfield Road, Liverpool L4 0TG (LA298460)</p> <p>xxiii) The leasehold property of 55 Anfield Road, Liverpool L4 0TG (MS403603)</p> <p>xxiv) The freehold property of 61 Anfield Road, Liverpool L4 0TG (MS13773)</p> <p>xxv) The freehold property of 63 Anfield Road, Liverpool L4 0TQ (MS16229)</p> <p>xxvi) The freehold property of 65 Anfield Road, Liverpool L4 0TQ (MS369205)</p> <p>xxvii) The freehold property of 67 Anfield Road, Liverpool L4 0TQ (MS404746)</p> <p>xxviii) The freehold property of 69 Anfield Road, Liverpool L4 0TQ (MS252252)</p> <p>xxix) The freehold property of 71 Anfield Road, Liverpool L4 0TQ (MS3031)</p> <p>xxx) The leasehold land and buildings lying to the southwest of Priory Road, Liverpool (MS486745)</p> <p>xxx1) The freehold land on the north westerly side of Deysbrook Lane, Liverpool known as Melwood (MS544580)</p> <p>(Please refer to continuation page 16)</p>	continuation page 15

6

**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

continuation page 16

xxxii) The leasehold property of 11 Williamson Square, Liverpool  
(MS421882)

xxxiii) The leasehold property of 48 Eastgate Street and under-stair  
store room, Chester (CH552974)

xxxiv) The leasehold property of Tarbock Interchange, Fallows Way,  
Whiston, Prescot (MS568457)

xxxv) The leasehold property of 8th Floor, 20 Chapel Street, Liverpool L3  
9AG (MS574199)

xxxvi) The leasehold property of 9th Floor, 20 Chapel Street, Liverpool  
L3 9AG (MS571339)

xxxvii) The leasehold property of 10th Floor, 20 Chapel Street, Liverpool  
L3 9AG (MS573820)

**10. List of Shares**

i) 1 ordinary share in Anfield Arena Limited

ii) 100 ordinary shares in L.F.C. Properties Limited

iii) 100 ordinary shares in LFC Financial Services Limited

iv) 100 ordinary shares in LFC Travel Limited

v) 1000 ordinary shares in Liverpool Limited

vi) 100 ordinary shares in L.F.C. Television Limited

vii) 100 ordinary shares in L.F.C. Limited

viii) 100 ordinary shares L.F.C. Leisure Limited

ix) 1000 ordinary shares in L.F.C. Services Limited

x) 100 ordinary shares in Liverpool Football Club Limited

xi) 100 ordinary shares in L.F.C. TV Limited

xii) 1,000 ordinary shares in Liverpool F.C. Limited

xiii) 500 ordinary A shares in LiverpoolFC TV Limited

xiv) 500 ordinary B shares in LiverpoolFC.TV Limited

(End of continuation pages).

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Not applicable	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X Freshfields Bruckhaus Deringer LLP. X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

# MG01

## Particulars of a mortgage or charge

### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name  
\$projectlongworth@freshfields.com

Company name  
FRESHFIELDS BRUCKHAUS DERINGER LLP

Address  
65 FLEET STREET

Post town  
LONDON

County/Region

Postcode  
E C 4 Y 1 H S

Country  
UNITED KINGDOM

DX  
DX 23 LONDON/CHANCERY LANE

Telephone  
020 7936 4000

### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

- The company name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee

### Important information

Please note that all information on this form will appear on the public record.

### How to pay

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

Make cheques or postal orders payable to 'Companies House'

### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland.**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland.**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

COMPANY NO. 35668  
CHARGE NO. 18

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 15  
OCTOBER 2010 AND CREATED BY THE LIVERPOOL FOOTBALL  
CLUB AND ATHLETIC GROUNDS LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO  
ANY SENIOR CREDITOR ON ANY ACCOUNT WHATSOEVER  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 27 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 OCTOBER  
2010

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