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

\*insert full name of company

## COMPANIES FORM No. 395

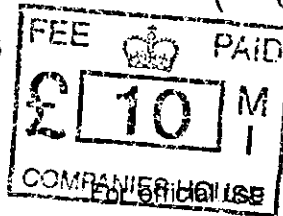
### Particulars of a mortgage or charge

AW 097332

f50x5

# 395

Pursuant to section 395 of the Companies Act 1985



To the Registrar of Companies

Company number

Name of company

36624

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

Date of creation of the charge

18 March 2002

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

Floating Charge ("Charge") made between (1) Club (2) Allied Irish Banks plc ("Chargee")

Amount secured by the mortgage or charge

All monies, costs, charges, expenses, liabilities and obligations whether certain or contingent which now or hereafter may be or become due, owing or incurred by the Club to the Chargee ("Secured AIB Obligations") (PLEASE SEE THE APPENDIX FOR ALL DEFINED TERMS)

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

Allied Irish Banks plc  
Bankcentre  
Ballsbridge  
Dublin 4, Ireland

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

DLA  
Fountain Precinct  
Balm Green  
Sheffield  
S1 1RZ  
2703RDM9

Time critical reference

For official use  
Mortgage Section

Post room



A34  
COMPANIES HOUSE

0722  
05/04/02

Short particulars of all the property mortgaged or charged

(1) The Club will full title guarantee charges in favour of the Chargee, as security for the payment and discharge of the Secured AIB Obligations, by way of floating charge, all present and future assets and undertakings of the Club.

(2) The Club may, at any time when an Enforcement Event is not subsisting or the Club is not in liquidation, without the consent of the Chargee and in such a manner as the Club considers fit:

(a) dispose of or deal with any fo the Floating Charge Assets in the ordinary course of business; and

(b) create, permit or acquire any Security Interest which affects the Floating Charge Assets (to the extent that such Security Interest is a Permitted Encumbrance).

(3) Without limiting the Enforcement of Floating Charge detailed in paragraph's 4 to 7 below:

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Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 3 APRIL 2002

On behalf of [company] [~~mortgagee/chargee~~]<sup>†</sup>

<sup>†</sup> delete as appropriate

## NOTES

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

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# Particulars of a mortgage or charge (continued)

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

CHA 116

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

Company Number

36624

Name of Company

The Everton Football Club Company Limited ("Club")

Limited\*

\* delete if inappropriate

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

[Empty box for description of the instrument]

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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in black type, or  
bold block lettering**

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in black type, or  
bold block lettering

(a) any present or future fixed Security Interest created by the Club over all or any of the Floating Charge Assets in favour of a third party will rank as to priority and enforcement ahead of the floating charge constituted under (1) above in relation to the Floating Charge Assets concerned; and

(b) any present or future floating charge created by the Club over all or any of the Floating Charge Assets in favour of a third party will rank as to priority and enforcement after the floating charge constituted under paragraph (1) above in relation to the Floating Charge Assets concerned Provided that the floating charge created by the Club in favour of Everton Investments Limited pursuant to the Debenture shall rank as to priority and enforcement in accordance with the terms of the Inter-Creditor Deed.

(4) following the discharge of the Issuer Liabilities and the termination of the Inter-Creditor Deed, if an Enforcement Event occurs and is continuing, the Chargee may (but for the avoidance of doubt may not at any other time), at any time before an administrator is appointed to the Club, enforce the floating charge constituted under paragraph (1) above (Floating Charge) in relation to the Floating Charge Assets by any means, including by appointing a Receiver to the whole or substantially the whole of the assets and undertaking of the Club.

(5) the floating charge constituted under paragraph (1) above (Floating Charge) may not be converted into a specific charge in respect of the Floating Charge Assets except upon enforcement in accordance with paragraph (4) above.

(6) the Chargee is not otherwise entitled to change the nature of the floating charge constituted under paragraph (1) above (Floating Charge) in relation to the Floating Charge Assets into a fixed security.

(7) for the avoidance of doubt, prior to the discharge of the Issuer Liabilities and the termination of the Inter-Creditor Deed, the Chargee shall not be entitled to take any enforcement action pursuant to this Deed.

Notes:

1. The Charge gives the Chargee (acting through an authorised officer) to appoint a Receiver.
2. under the Charge the Club irrevocably appoints the Chargee and every Receiver of the Floating Charge Assets (or any part thereof) to be its attorney acting severally, and on its behalf, and in its name.
3. for the purposes of the Charge, the following expressions shall have the following meanings.

"Encumbrance" means (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person, (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect;

"Enforcement Event" means the presentation of a petition of the court under Section 9 of the Insolvency Act 1986 for the making of an administration order in relation to the Club under Section 8 of that Act;

"Floating Charge Assets" means the assets of the Club charged under Clause 3 of the charge;

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# Particulars of a mortgage or charge (continued)

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

CHA 116

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

Company Number

36624

Name of Company

The Everton Football Club Company Limited ("Club")

Limited\*

\* delete if inappropriate

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

**Please complete  
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[Empty table area for reporting mortgage or charge amounts]



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"Inter-Creditor Deed" means the deed dated on or about the date hereof between (inter alios) the Chargee, the Club and Everton Investments Limited regulating the priority of security granted by the Club;

"Issuer Liabilities" has the meaning given to it in the Inter-Creditor Deed;

"Permitted Encumbrance" means any Encumbrance in favour of Everton Investments Limited or Prudential Trustee Company Limited and any Encumbrance permitted under Clause 15.1 of the Stadium Loan Agreement dated on or about the date hereof and made between, inter alios, the Club, Everton Investments Limited, Goodison Park Stadium and Prudential Trustee Company Limited;

"Receiver" means any person or persons qualified under the Insolvency Act 1986 to be a receiver, a receiver and manager or an administrative receiver;

"Secured AIB Obligations" means all monies, costs charges, expenses, liabilities and obligations whether certain or contingent which now or hereafter may be or become due, owing or incurred by the Club to the Chargee;

"Security Interest" means any mortgage, pledge, lien, charge, security assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security (including, for the avoidance of doubt, a floating charge) or any other type of preferential arrangement having a similar effect.

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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 FLOATING CHARGE DATED THE 18th MARCH 2002 AND CREATED BY EVERTON FOOTBALL CLUB COMPANY, LIMITED (THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALLIED IRISH BANKS PLC UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th APRIL 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th APRIL 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

*R.P.O.*