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MG01
Particulars of a mortgage or charge

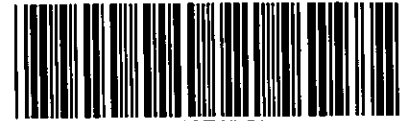


A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

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 register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

THURSDAY



L5467WLO
LD2 11/08/2011 27
COMPANIES HOUSE

1	Company details	For official use 48
Company number	0 0 3 6 6 2 4	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	The Everton Football Club Company, Limited (the "Company")	

2	Date of creation of charge
Date of creation	d0 d5 m0 m8 y2 y0 y1 y1

3	Description
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' Deed of Assignment relating to certain receivables between the Company (1) and Vibrac Corporation ("Vibrac") (2) (the "Deed of Assignment")

4	Amount secured	Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please give us details of the amount secured by the mortgage or charge All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company to Vibrac (whether under or pursuant to the Deed of Assignment, the Facility Letter or each of the Security Documents or otherwise) ("Secured Liabilities")	

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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

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

Name	Vibrac Corporation
Address	Vanterpool Plaza, 2nd Floor Wickhams Cay 1, Road Town, Tortola, British Virgin Islands
Postcode	<input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

The Company, with full title guarantee, assigns to Vibrac absolutely all rights and interests which now or at any later time it has to, in or in connection with, the Assigned Rights

Positive Undertakings

The Company will (a) promptly and diligently perform and observe its obligations and commitments to the Premier League, (b) promptly and diligently perform and observe its obligations and commitments to Vibrac pursuant to the Transaction Documents, (c) notify Vibrac, as soon as the Company becomes aware of the same, of (i) any act, omission, event or other matter which would (or would, with the passage of time) entitle the Premier League to suspend the Company in accordance with the Rules, (ii) any failure by the Company to pay a Football Creditor or HMRC the full amount payable to such Football Creditor or HMRC on the due date for payment, (iii) the occurrence of any Event of Default under any of the Transaction Documents, and (iv) any failure by the Company to make any payment in accordance with the Rules, due to any creditor, club or person of any kind described in the Rules

Negative Undertakings

The Company will not, without Vibrac's prior written consent (a) do or permit to be done any act or thing whereby the payment of the Receivables by the Premier League would or might reasonably be expected (in Vibrac's opinion) to be delayed, prevented or impeded, or (b) take or omit to take any action the taking or omission of which would or might reasonably be expected (in Vibrac's reasonable opinion) to impair Vibrac's interest in the Receivables

The Company shall not do or fail to do or cause or permit another person to do or omit to do anything which is liable to jeopardise the effectiveness or priority, in relation to the Assigned Rights, of any Security Interest created by the Deed of Assignment

The Deed of Assignment also contains covenants by the Company not to (a) create or permit to subsist any Security Interest over the Assigned Rights or any right relating to the Assigned Rights (save for those which are the subject of the Deed of Assignment) or (b) sell or otherwise dispose of the Assigned Rights or any right relating to the Assigned Rights

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7 Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

8 Delivery of instrument

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 870)

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 866). 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)

9 Signature

Please sign the form here

Signature

Signature

X *Bernin Leighton Kaiser LLP* X

This form must be signed by a person with an interest in the registration of the charge

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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 **Alexandra Forrest**

Company name **Berwin Leighton Paisner LLP**

Address **Adelaide House**

London Bridge

Post town **London**

County/Region

Postcode

E	C	4	R		9	H	A
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Country

DX **92 LONDON/CHANCERY LN**

Telephone **+44 (0)20 3400 1000**



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 or email 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

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Definitions in this form MG01

"**Assigned Rights**" means all of the Company's right, title and interest (whether present or future, actual or contingent) in and to the Receivables

"**Facility Letter**" means the facility letter entered into by Vibrac (as lender) and the Company (as borrower) dated 5 August 2011, as amended and restated from time to time

"**Football Creditors**" means each of the creditors referred to in rules C 53 and C 63 of the Rules

"**HMRC**" means HM Revenue and Customs

"**Premier League**" means the Football Association Premier League Limited (or combination of association football clubs comprising the clubs known as the FA Premier League, or any replacement thereof by whatever name)

"**Receivables**" means all amounts (excluding VAT) due or owing to or which may be due or owing to or purchased or otherwise acquired or received by the Company from the Premier League for the 2012/2013 association football season in relation to the Basic Award Fund under Rules C 35 1 and C 36 1 of the Rules (save for the payment of £1,335,489 from the amount of the Basic Award Fund due to the Assignor) together with the Stabiliser Payments

"**Rules**" means the rules of the Premier League for the time being in effect between the Premier League and its members

"**Security Documents**" means (a) the Deed of Assignment, (b) the Facility Letter, (c) the Waiver Letters and any other documents which Vibrac may reasonably require

"**Security Interest**" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security

"**Stabiliser Payments**" means all amounts payable or which after the date hereof may become payable by the Premier League in May 2012 and June 2012 to the Company in respect of Overseas Broadcasting Money, Title Sponsorship Money, Commercial Contract Money and Radio Contract Money, each as defined in the Rules, and whether or not such sums are in fact paid by the Premier League at any time prior to May 2012 or June 2012 (as appropriate)

"**Transaction Documents**" means the Deed of Assignment, the Facility Letter, the Utilisation Request and each of the Security Documents

"**Utilisation Request**" means the utilisation request from the Company to Vibrac dated 5 August 2011

"**Waiver Letters**" means waiver letters in a form acceptable to Vibrac by

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

each of Barclays Bank Plc and Everton Investments Limited releasing the Receivables from the security granted by the Company in favour of each of them



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

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

COMPANY NO. 36624
CHARGE NO. 48

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 8
AUGUST 2011 AND CREATED BY EVERTON FOOTBALL CLUB
COMPANY,LIMITED(THE) FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO VIBRAC
CORPORATION 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
11 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 AUGUST 2011



DX



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES