THE QPR BOND

FIXED RATE UNSECURED BONDS DUE 2026

7 OCTOBER 2021

IMPORTANT NOTICES

If you are in any doubt about the action you should take, you are recommended to seek your own financial advice immediately from an independent financial adviser who is authorised under the Financial Services and Markets Act 2000 (as amended) ("**FSMA**") if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are outside the United Kingdom.

This document (the "**Offer Document**") constitutes an offer to subscribe for transferable bonds ("**QPR Bonds**") issued by QPR Holdings Limited (the "**Issuer**") in order to raise up to £6,800,000.

Before you subscribe for any QPR Bonds you should make sure that you fully understand the risks of investing and you should not subscribe for any QPR Bonds except on the basis of the information in this Offer Document. In the event that the Issuer becomes insolvent, you may lose some or all of your investment. Your attention is particularly drawn to the "**Risk Factors**" which are set out on pages 27 to 29 of this Offer Document.

You should consider carefully whether an investment in QPR Bonds is suitable for you in light of your personal, financial and tax circumstances. QPR Bonds are an unsecured debt of the Issuer and there is no certainty or guarantee that the Issuer will be able to repay them. The QPR Bonds have not been, and will not be, admitted to listing on any regulated market. It may not be possible to sell or realise your QPR Bonds or to obtain reliable information about the risks to which they are exposed. The value of investments can go down as well as up and you may not get back the money you originally invested or make any return on your investment. Forecasts, estimates and projections as to future business or returns are not a reliable indicator of these matters and may be impacted by various factors.

This Offer Document, which is a financial promotion for the purposes of Section 21 of FSMA, is issued by the Issuer which accepts responsibility for the information contained herein. This Offer Document has been approved as a financial promotion for UK publication by Tifosy Limited (a company incorporated in England and Wales with registered number 08504907 and with its registered address at 16 Hanover Square, London W1S1HT, United Kingdom) ("**Tifosy**") which is authorised by the Financial Conduct Authority (the "**FCA**") to arrange deals and investments (reference number: 717605). Tifosy is acting exclusively for the Issuer in connection with the issue of the QPR Bonds for promotion to the limited class of persons listed in Section 4.7.7R (Non-Readily Realisable Securities) of the FCA Conduct of Business Sourcebook. By completing the investor categorisation and appropriateness questionnaire available at www.tifosy.com prior to having been supplied or otherwise given access to this Offer Document, you will confirm that you are: (a) certified as a 'high net worth investor'; (b) certified as a 'sophisticated investor'; (c) self-certified as a 'sophisticated investor'; or (d) certified as a 'restricted investor' and, as such, you are permitted to apply for QPR Bonds.

You should note that, unlike a bank deposit, the QPR Bonds are not protected by the Financial Services Compensation Scheme (the "**FSCS**"). As a result, neither the FSCS nor anyone else will pay compensation to you upon the failure of the Issuer. Unlike in the case of a bank deposit, if the Issuer was to become insolvent or go out of business, you may lose all or part of your investment in the QPR Bonds and no government body would be required to compensate you for that loss.

This Offer Document contains forward-looking statements, including, without limitation, statements containing the words "believes", "estimates", "anticipates", "expects", "intends", "may", "will" or "should" or, in each case, their negative or other variations or similar expressions. Such forward-looking statements involve unknown risks, uncertainties and other factors including the effects of the 2019 novel coronavirus ("**COVID-19**") pandemic which may cause the actual results, financial condition, performance or achievements of Issuer, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Given these uncertainties, you should not place any undue reliance on such forward-looking statements.

This Offer Document is not an offer to, or open to, the public and is only available to investors who are registered members of the Tifosy investment platform and have become authorised to invest through Tifosy. This Offer Document is not a prospectus for the purposes of Part VI of FSMA. Therefore, this Offer Document has not been approved by the FCA or any regulatory body nor is it intended that this document will be so examined or approved.

This Offer Document does not constitute an offer to sell, or the solicitation of an offer to buy, the QPR Bonds in any jurisdiction in which such offer or solicitation is unlawful and, in particular, is not for distribution into the United States, Australia, Japan or Canada. Therefore, persons accessing this Offer Document should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of securities laws of such jurisdiction. Recipients represent and warrant to the Issuer and Tifosy that they are able to receive this Offer Document without contravention of applicable legal or regulatory restrictions in the jurisdiction in which they reside, conduct business, or receive this Offer Document.

The role of Tifosy is to facilitate the issue of the QPR Bonds and to provide a platform for investing in them. Tifosy is not advising you as to the merits of, or making a personal recommendation to you in relation to, investing in the QPR Bonds. Neither the Issuer nor Tifosy provide legal, financial or tax advice of any kind and statements made in this Offer Document are of a general nature and based on the law and practice currently in force in the UK. Taxes related to the acquisition or holding of QPR Bonds will depend on personal circumstances.

You should ensure that you have read and understood all of this Offer Document before applying for QPR Bonds. If you are in any doubt as to the contents of this Offer Document, or whether investing in QPR Bonds is a suitable investment for you, you should seek your own independent advice from an appropriately qualified financial advisor who specialises in advising on investments in unlisted securities.

CONTENTS

A LETTER FROM THE CHAIRMAN

It is an exciting time for Queens Park Rangers Football Club. After 18 months of separation and of tough times for so many, it has been truly fantastic to see our family of supporters back together once again at the Kiyan Prince Foundation Stadium and to see the excitement and joy as the team takes the field.

Following a number of seasons in which the Club faced challenges off the pitch, and performances fell short of expectations, our finishing position in the Championship has steadily improved and we have and begun implementing a strategy designed to deliver financial sustainability in the medium term. In short, we are determined to put measures in place to turn the Club around and make it competitive again.

As a Board, we have defined a clear vision for QPR: to deliver competitive and entertaining football while ensuring that the Club becomes self-sustainable. The realisation of our vision may not happen overnight, but we are committed to it and we believe it is achievable with investment in a number of key areas, none more vital than a new training ground.

It was a long journey, but at Heston Sports Ground in West London we believe we have now identified the best possible location for developing a new QPR training ground. The new training ground project is designed to initiate and underpin a renewal of the footballing fundamentals at QPR, to enable the Club to compete more effectively on the pitch and to help attract and develop the best talent to the Club. Once developed, the training ground will provide state-of-the-art facilities for QPR players of all levels.

The key aim of this project is to accelerate the development of young talent. These talented youngsters can break through into the first team, enhancing our quality on the pitch, and generating revenue from player trading which can be invested back into the squad on an ongoing basis.

Supporter involvement and participation has always been core to the values of QPR. While the Board has invested heavily in the project and continues to financially support the Club, providing the majority of the funds required to develop the training ground, the QPR Bond provides supporters and other investors with the opportunity to invest in the Club's future alongside the shareholders. This is a modern, flexible and innovative solution for financing part of the total development costs of the new training ground which is designed to offer a competitive return on investment while also enabling investors to demonstrate support for the development of QPR's exciting future talent.

As a Board, we are fully behind this offer and believe that the QPR Bonds can play an integral part in the development of our new training ground and the future success we expect it to bring to the Club. This is a key moment in our history and we are delighted to offer you the opportunity to help us realise our ambitions.

AMIT BHATIA
CHAIRMAN

QPR BONDS AT A GLANCE

TERM	5 year fixed term
INTEREST	5% per annum is payable in cash AND 3% per annum is payable in Club Credit (re-deemable on home matchday tickets and at the QPR Superstore and online store)
PREMIER LEAGUE BONUS	25% bonus interest payable in cash upon first promotion to the Premier League (one-off bonus)
ISA ELIGIBLE	QPR Bonds may be held within a Tifosy Innovative Finance ISA allowing you to earn interest tax-free (UK taxpayers)
MINIMUM INVESTMENT	£500 minimum investment
MINIMUM RAISE CONDITION	£2,000,000 with the ability to issue up to £6,800,000
APPLICATION DEADLINE	17:59 12 November 2021

Issuer: QPR Holdings Limited, the parent entity of Queens Park Rangers Football & Athletic Club Limited (the "**Club**" or "**QPR**" and together with the Issuer, the "**Group**")

Principal Activities: Operating a professional football club with related commercial activities as well as continuing to develop the QPR brand and associated media rights

Major Shareholders: Mr Anthony Fernandes and Mr Kamarudin Meranun who jointly hold 45.86% and Mr Ruben Gnanalingam who holds 51.01% of the issued share capital of the Issuer

Transferability: QPR Bonds are transferable debt securities. Tifosy provides an exchange on its investment platform to help you find potential buyers
Security: QPR Bonds are an unsecured debt of the Issuer

Interest Payment Date: 1 June each year

Tax: Interest payments on the QPR Bonds will be subject to tax unless held in a Tifosy Innovative Finance ISA. The Issuer will apply a 20% withholding tax which is paid directly to HMRC

Covenants: the Issuer's financing structure provides protection against the Issuer:

- making certain payments, including dividends and other distributions to shareholders
- entering into certain transactions with affiliates otherwise than on an arms-length basis
- selling or transferring certain material assets outside of the Group
- undergoing a change of control

These covenants are subject to important exceptions and qualifications. For further information see the paragraph "*certain covenants*" in the section "*Description of the QPR Bonds*".

Please be sure to read this full Offer Document, paying particular attention to the risks. Further information on the terms of the QPR Bonds can be found in the section "*Description of the QPR Bonds*".

WHY INVEST IN QPR BONDS?

Bonds are a form of borrowing – they are equivalent to a type of loan from you to the Issuer. The QPR Bonds entitle you to receive a fixed interest payment each year (as set out below) in return for providing funds for the development of QPR's training ground project at Heston Sports Ground in West London.

CASH INTEREST

You will receive an interest payment in cash equivalent to 5% per annum (before tax). Interest payments are paid into your Tifosy account. You will be able to withdraw funds to your nominated bank account from within your Tifosy account.

CLUB CREDIT

You will receive an interest payment in credit equivalent to 3% per annum (before tax) ("**Club Credit**"). Club Credit will entitle you to purchase in full, or to gain a discount against: (i) regular matchday tickets; and (ii) official merchandise from the QPR Superstore (in-store and online). Club Credit will be paid directly onto a QPR Pay card which will be issued to you by the Club if you are not already in possession of one. Club Credit is valid for 12 months from the date of issue running from the date interest is paid (1 June each year) to 31 May in the following year. You should note that Club Credit cannot be redeemed as full or part-payment for season tickets.

PROMOTION BONUS

In addition to annual fixed interest, if QPR achieves promotion to the Premier League within the five-year term of the QPR Bonds, you will be entitled to a one-off bonus interest payment in cash equal to 25% (before tax) of your investment. This bonus interest payment will be paid, once only, on 30 September in the year following QPR's first promotion to the Premier League.

TRANSPARENT USE OF PROCEEDS

Funds raised through the QPR Bonds will be applied directly to the development of facilities at the training ground site at Heston Sports Ground. The aim of the project is to provide state-of-the-art facilities for all players, from junior levels up to the first team, with the intention of accelerating the development of young talent at QPR.

INNOVATIVE FINANCE ISA ("IFISA")

QPR Bonds may be held within a Tifosy IFISA permitting you to earn interest tax-free. You can subscribe any amount up to the maximum ISA allowance (£20,000 in 2021/22) into your Tifosy IFISA each tax year. You can also transfer ISA cash from your existing ISAs into your Tifosy IFISA.

Your illustrative returns over time if you invest £5,000 – shown before deduction of withholding tax at 20%

PAYMENT PERIOD ENDING	NO. OF DAYS	CASH INTEREST	CREDIT INTEREST	CAPITAL REPAYMENT	TOTAL RETURN
1 JUNE 2022	185	£127	£76	-	£203
1 JUNE 2023	365	£250	£150	-	£400
1 JUNE 2024	366	£250	£150	-	£400
1 JUNE 2025	365	£250	£150	-	£400
1 JUNE 2026	365	£250	£150	-	£400
29 NOVEMBER 2026	180	123	£74	£5,000	£5,197
		£1,250	**£750**		**£7,000**

Note: Interest is calculated based on the number of actual days in the period over 365 days in the year (366 in a leap year). The first period runs for 6 months and 3 days from 29 November 2021 until 1 June 2022.

Further information in relation to taxation can be found in the section "*Taxation and Innovative Finance ISA*". You are advised to consult your own independent financial adviser if you are in any doubt or have any questions regarding how your interest will be taxed.

Please be sure to read this full Offer Document, paying particular attention to the risks. Further information on the terms of the QPR Bonds can be found in the section "*Description of the QPR Bonds*".

DESCRIPTION OF QUEENS PARK RANGERS

QPR is a venerable name in English football and its blue and white hoops one of the most recognisable kits in the English game.

The Club's history dates back to the 19th century and the formation of Christchurch Rangers Football Club and its subsequent merger with St Jude's Institute. In the professional game, QPR has given its community many memorable moments, including English cup finals and European cup runs.

Alec Stock - QPR Manager
August 1959 to August 1968

HISTORY OF THE CLUB

Queens Park Rangers team 1951/52 - **Back** (left to right): A Farmer (trainer) H Gilberg, G Powell, D Underwood, A Ingham, W Heath, D Farrow, D Nelson **Front** (left to right): L Clayton, W Waugh, W Hill, A Addinall, G Stewart, E Shepherd

1882 - 1965

At its foundation in 1882, Queens Park Rangers was so named because most of the players came from the Queens Park area of North West London. QPR became a professional team in 1889 and played its home games in nearly 20 different stadia, a record in English football, before permanently settling at Kiyan Prince Foundation Stadium (formally known as the Loftus Road stadium).

QPR won its first trophy in 1892, the West London Observer Cup. This success was followed up in 1908 and again in 1912 as the Club were crowned Southern League Champions – as well as being runners-up in two Charity Shield matches, before joining the Football League in 1920.

During the 1930s to 1950s QPR moved between Division Three and Division Two. Prior to the start of the 1959/60 season saw the arrival of arguably the club's greatest ever manager, Alec Stock. Aside from his success on the pitch, Stock and Chairman Jim Gregory achieved a total transformation of the Club and its surroundings.

QPR players celebrate beating West Brom 3-2 to win the 1967 League Cup

1966 - 1979

QPR were crowned champions of Division Three in 1966/67 and winners of the first ever League Cup Final to be played at Wembley Stadium, winning 3-2 against West Bromwich Albion. In 1967/68, the Club finished runners-up in Division Two, delivering back-to-back promotions and reaching Division One for the first time in its history. Unfortunately, the Club was relegated back to Division Two after just one season. Following a four-year spell in the Second Division, the Club returned to the top tier under manager Gordon Jago, who had built a skilful and exciting team which included Terry Venables, Phil Parkes, Don Givens, Dave Thomas, Frank McLintock, captain Gerry Francis and Stan Bowles.

In late 1974 Gordon Jago was replaced by Dave Sexton, who brought in John Hollins, Don Masson and David Webb and in 1975/76 QPR missed out on the Championship to Liverpool by a single point. In 1976/77 QPR were unable to maintain their form in the league but reached the semi-finals of the League Cup and the quarter finals of the UEFA Cup, losing to AEK Athens on penalties.

Tottenham Hotspur v Queens Park Rangers - 1982 FA Cup Final: Spurs 1 QPR 1
Tony Galvin (Tottenham) Tony Currie and Tony Hazell (QPR)

1980 - 1991

Following Terry Venables' appointment as manager, QPR reached the FA Cup Final for the only time in the Club's history in 1982, facing holders and London rivals Tottenham Hotspur, losing in a replay to a Glenn Hoddle penalty. In 1982/83 QPR won the Second Division championship comfortably with accomplished players such as Steve Wicks, Terry Fenwick, Simon Stainrod, Clive Allen and future manager John Gregory. After a respectable fifth-place finish in the top flight the following season, and UEFA Cup qualification, Venables departed to become manager of FC Barcelona in Spain.

QPR found stability under Manager Jim Smith, reaching the League Cup final in 1986, which was lost to Oxford United and secured fifth place in the 1987/88 season.

John Hollins (QPR) and Tommy Smith (Liv)
Queens Park Rangers v Liverpool 1976/77

Les Ferdinand (QPR) - Manchester United v Queens Park Rangers - 1992/1993

1992 - 2006

With Gerry Francis at the helm, QPR finished fifth in the Premier League's inaugural season. With 24 goals, Les Ferdinand was the Club's top scorer that season, as he was in the next two seasons with a further 44 goals. As Player/Manager, Ray Wilkins led QPR to an eighth-place Premier League finish and the quarter finals of the FA Cup in 1994/95, however the Club were unable to avoid relegation in 1995/96 after the sale of Les Ferdinand to Newcastle United.

Following a number of challenging seasons in the second tier, the Club found itself relegated to the third tier of English football for the first time in more than three decades. After three seasons in what became League Two, player turned manager, Ian Holloway guided the Club to League One before departing the post in 2006.

QPR players celebrate promotion to the Premier League - 2010/2011

2007 - PRESENT

The past decade has seen the Club suffer a number of difficult seasons, as well as several changes in leadership – from management to Board. After a period that included managerial spells from John Gregory and Iain Dowie, amongst others, QPR won promotion to the Premier League in 2010/11 under Neil Warnock. The following years would see the Club relegated, promoted and relegated once more.

Since 2015/16, QPR have competed in the Championship, with Mark Warburton as the current manager from the start of the 2019/20 season. The Club's finishing position has improved in each of the past three seasons and the Club has had a promising start to the 2021/22 season.

Charlie Austin with the Championship play-off trophy after achieving promotion - 2013/14

STRENGTHS AND STRATEGY

YEAR FOUNDED	FOUNDER MEMBER	YEARS IN TOP DIVISION	STADIUM CAPACITY	SEASON TICKETS	SEASONAL VIP GUESTS	SUPPORTER GROUPS	CLUB DATABASE	HIGHEST 1ST DIVISION FINISH	LEAGUE CUP WINNERS
1882	PREMIER LEAGUE	22	18.2k	8.5k	8k+	40+	630k	2nd (1976/77)	1967

BROADCAST TERRITORIES	GLOBAL REACH	DOMESTIC REACH	FACEBOOK FOLLOWERS	TWITTER FOLLOWERS	INSTAGRAM FOLLOWERS	YOUTUBE SUBSCRIBERS	TIKTOK FOLLOWERS	EMAIL DATABASE	WEBSITE USERS
175 (EFL)	141m (EFL)	32m (EFL)	677k	461k	151k	38k	42k	300k	150k (monthly)

The group benefits from a number of important strengths based on its historic brand, location in London, commercial opportunities and committed Board. With a clear, focused strategy in place the Board believes that the club is well positioned for significant revenue growth and improved performance on the field.

PRINCIPAL STRENGTHS

Iconic football club with a proud tradition

QPR was founded nearly 140 years ago in 1882 and remains to this day one of the most iconic clubs – and its blue and white hoops one of the most recognisable kits – in English football. The Club has been playing at its current ground since 1917: the 18,000-capacity all-seater stadium known for most of its history as Loftus Road. Of the 49 seasons since being promoted to the top division of English football in 1973, QPR has played in the highest tier for 21 seasons and over the course of its history, has been home to a large number of notable players, including Rodney Marsh, Stan Bowles, Phil Parkes, Terry Venables, Ray Wilkins, David Seaman and Les Ferdinand. The Club was a founder member of the Premier League, when it was inaugurated in 1992/93 and remaining in the division until 1995/96. Since 2000, QPR has twice been promoted to the Premier League, in the 2010/11 season and again in the 2013/14 season. In recent years, since the appointment of new executive leadership in 2015 and under the guidance of the new Chairman appointed in 2018, QPR has been progressing steadily in the Championship table, moving from 18th position in 2016/17 season to 9th in the 2020/21 season, finishing just 9 points below the positions qualifying for the Premier League play-offs.

Competes in one of the world's leading football competitions

European professional football is one of the leading spectator sports in the world, and the Championship is one of the most popular and highest revenue-generating leagues in Europe. The Championship is estimated to have an aggregate attendance of more than eleven million which positions it as the third most attended division in Europe in the 2017/18 season, with Spain's La Liga and Italy's Serie A just some of the high-profile leagues posting lower figures. In November 2018, the EFL announced that it had sold the domestic broadcasting rights to its three divisions to Sky Sports for the five-year cycle from the 2019/20 season to the 2023/24 season for £595 million (an increase of 35% compared to the previous arrangement).

Located in one of the world's best-known cities with a growing domestic and international fanbase

The Group benefits from its location in London, the UK's capital and largest city by population. London has an international reputation and is home to a large financial sector. The city is the 4th richest in the world by GDP per capita and has a population of almost 9 million. QPR is located in West-London, an area surrounded by several famous boroughs. In the 2018/19 season, before the onset of COVID-19, QPR had more than 8,331 general admission season ticket members, approximately 250 hospitality members and approximately 6,000 official members. On social media, QPR has almost 1.4 million followers in aggregate across Facebook, Twitter, Instagram, YouTube and TikTok. The Group believes that the depth and breadth of its support is driven by its distinguished tradition and history, the exciting brand of football played by its teams, and its strong links with the local community.

Diverse and highly visible revenue streams

The Group benefits from three diverse and highly visible revenue streams: broadcasting revenues, commercial revenues and matchday revenues. The EFL's collective broadcast rights sales strategy has created one of the world's most popular leagues which underpins the ongoing interest from broadcasters and partners across the globe. In November 2018, the EFL announced that it had sold the domestic broadcasting rights to its three divisions to Sky Sports for the five-year cycle from the 2019/20 season to the 2023/24 season for £595 million (an increase of 35% compared to the previous arrangement). The Group has strong commercial operations and has built a dedicated sales team, which focuses on developing commercial opportunities and sourcing new sponsors. As part of its commercial operations, the Group seeks out potential sponsors and pursues a mix of global and regional arrangements. From a matchday perspective, excluding the recent impact of COVID-19, the Group benefits from stable and predictable revenues from its season ticket holders and seasonal hospitality guests, which are supplemented by individual matchday ticket sales.

Experienced management team and committed owners

QPR benefits from strong leadership both on the pitch and off the pitch. The Director of Football is former QPR player Les Ferdinand, a renowned former England striker who made 416 top-flight appearances and is the eleventh-highest Premier League goalscorer of all time with 149 goals. CEO Lee Hoos gained experience at Fulham FC, Leicester City FC and Southampton FC, most recently serving as the CEO of Burnley FC before joining QPR in early 2015. The management team is supported by a stable Board and an ownership fully committed to a long-term vision and the implementation of a strategy to deliver competitive and entertaining football while ensuring that the Club becomes self-sustainable. Since being installed in 2011, the Board has demonstrated its unwavering financial support despite a series of challenges to the Group and to the football industry as a whole.

VISION & STRATEGY

The key elements of the Board's strategy to deliver this vision are set out below:

1) Support the development of the first team with best-in-class training facilities

The new training ground at Heston will transform the experience of the first team squad. From the current facilities in Harlington, which are rented from Imperial College and designed primarily for the usage of university students, the QPR squad will move to a new home owned by the Group. This site will comprise of seven professional-standard training pitches including indoor and all-weather pitches, best-in-class strength and rehabilitation facilities, medical/sports science and performance analysis facilities and dining and recreation areas. As well as providing the facilities, the Group will continue to seek out, recruit and retain coaching staff of the highest level to support the performance and ongoing development of the first team.

2) Invest into youth scouting and development

The intention of the Group is to develop a first-class youth scouting and development system at QPR to attract and harness the best of local and regional footballing talent and create players capable of playing at the highest level in English and European football. By investing into the state-of-the-art facilities at its new Heston training ground site, the Group expects to significantly enhance the attractiveness of QPR as a preferred choice for emerging talent and to provide an environment in which young players can grow and develop their skills, attitude and personality both on and off the field. The facility will also be housed on the same site as the first team training facilities, bringing players of all levels together in one site for the first time and allowing for more holistic management of player pathways. Alongside the investment in facilities, the Club will continue to build top-quality scouting, recruitment and coaching teams to build a pipeline of players ready to perform at first-team level.

3) Continue to explore opportunities to increase commercial revenues

The Group's total commercial revenues of £5.2 million for the 2018/19 season placed it mid-table among Championship clubs by commercial revenue. The Group will continue to explore further opportunities for increasing its partnership portfolio through growth in new and existing categories.

4) Accelerate the development of the domestic and international fan-base

The Group will continue to broaden its core fan base, which numbers 1.3 million globally on social media alone, by building upon the popularity of key players within the first team, developed through the Club's academy and acquired through the transfer market, and to further raise its profile through unique online content and promotional tours. The Group also aims to deepen its engagement and connection with fans through its digital media assets. The Group's demonstrated commitment to growing its fan and revenue bases through a combination of compelling content across all media assets, team tours, strategic partnerships, on-pitch performances and the activities of its award-winning Community Trust (QPR was named the EFL's Community Club of the Year in 2019) makes the Group well-placed to capitalise on additional monetisation opportunities with existing and future supporters.

5) Enhance the value of media rights and digital media assets

There is significant value in live sports content. This value is underpinned by demand from broadcasters, advertisers and consumers. The Group aims to continue to work with other teams, governing bodies and organisations in the industry to increase revenues from the sale of rights to EFL matches. The Group also intends to continue to develop its digital media assets which are an important means by which it connects and engages with its global fan-base. The Group will seek to further enhance the digital experience for supporters and increase the value of the QPR brand through its website and social media channels. In addition to providing fans with more and improved content across diverse platforms, the Group aims to increase the level of fan engagement with this content.

6) Sustain the focus on fan engagement initiatives

QPR's fan engagement team is cited as one of the best in the Championship, frequently receiving industry awards and positive feedback from QPR fans and the wider football community. The launch of the QPR Bond exemplifies the Group's efforts to involve its supporter base and to attract new supporters to the Club through a meaningful and rewarding participation in the future growth of the Club. The Group's has made sustained investment into the future through engagement initiatives for young fans, including the creation of a family stand and matchday activity centre, "Junior Hoops" events, first-time fan experiences and dynamic junior ticket pricing has contributed to a significant lowering of the average age of fans in QPR's stadium.

THE ISSUER

ISSUER

The Issuer's legal and commercial name is QPR Holdings Limited. The Issuer is registered as a private limited company in England and Wales with company number 03197756 and with its registered address at Kiyan Prince Foundation Stadium, South Africa Road, London, United Kingdom, W12 7PJ, United Kingdom.

DESCRIPTION OF THE GROUP

References to the "Group" are to the Issuer and its wholly owned direct subsidiary Queens Park Rangers Football & Athletic Club, Limited (the "Club"). The Group trades under the name "Queens Park Rangers Football Club". The Issuer is the parent entity of the Group.

The Issuer holds and manages the Kiyan Prince Foundation Stadium used by the Club, holds the rights to the training ground and is the company through which the matchday and commercial and sponsorship operations of Queens Park Rangers Football Club are conducted.

The Club is a direct wholly owned subsidiary of the Issuer. The Club holds and manages the professional football squad, liaises with the EFL and is the company through which the broadcasting operations of Queens Park Rangers Football Club are conducted.

PRINCIPAL ACTIVITIES

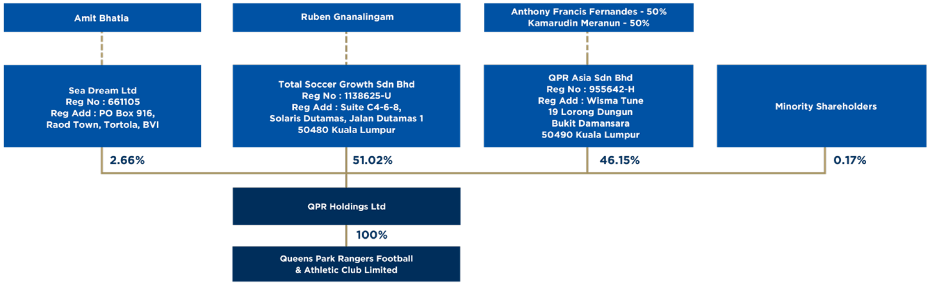
The principal activity of the Issuer and the Group is that of a professional football club. The Group focuses its attention on competing in the Championship and other cup competitions as well as continuing to develop the Queens Park Rangers brand and associated media rights. During the financial year ended 31 May 2020, the Group employed an average of 153 employees, including 99 playing, training and management employees and 18 commercial, marketing and retail employees.

FUTURE DEVELOPMENTS

The short-term objective of the Group is to ensure the Club remains competitive in the Championship and targets a play-off place. The further aim is to implement strategic plans to ensure that the Club is self-sustainable in the near future.

CORPORATE STRUCTURE

The following diagram sets out the Group's corporate structure and major shareholders.



BOARD OF DIRECTORS

The directors of the Issuer are:

Amit Bhatia	**Director and Chairman**
Ruben Emir Gnanalingam Bin Abdullah	**Director and Vice-Chairman**
Anthony Francis Fernandes	**Director and Vice-Chairman**
Kamarudin Bin Meranun	**Director**

AUDITORS

The Group's auditors are BDO LLP.

CORPORATE GOVERNANCE

The Group does not have a premium equity listing and, accordingly, is not required to comply with the corporate governance standards of the United Kingdom.

CERTAIN FINANCING ARRANGEMENTS

At the date of this Offer Document, a total of £50.3 million of convertible shareholder loans have been provided to the Group by Total Soccer Growth Sdn Bhd and QPR Asia Sdn Bhd. The loans and amounts owed are interest free and have no fixed repayment terms.

In November 2020, to raise funds for the purchase and development of Heston Sports Ground, a £10,000,000 convertible bond was issued to the spouse of Ruben Gnanalingam with an initial term of five years. The bond is unsecured and carries a fixed rate of interest of 6% per annum.

The Club avails of two EFL loans in the total amount, as of the date of this Offer Document, of £7,525,466 which are repayable over a set number of years as agreed with the EFL.

SETTLEMENT OF FINANCIAL FAIR PLAY RULES DISPUTE

In 2014, the Group was subject to a confidential EFL investigation into an alleged breach of the FFP Rules 2012. The Group challenged the legality of the FFP Rules 2012 and any charge against the Club for breach of such rules. The proceedings were confidential in nature and neither the Club nor the EFL was entitled to comment upon the proceedings until the independent arbitral panel had delivered its decision. The hearing for the challenge against the legality of the FFP Rules 2012 was completed in mid-June 2017. In October 2017, the arbitral panel dismissed the Club's claim that the FFP Rules 2012 were unlawful under competition law and also found that the fine levied by the EFL on the Club was not disproportionate. The Club lodged an appeal against the decision and the appeal was due to be heard in July 2018 before a new panel. Following extensive discussions between the parties, the appeal was subsequently withdrawn and the dispute was settled on the following terms: (i) a fine of £17.0 million for the Club; (ii) the Club to pay the EFL's legal costs of £3.0 million; (iii) a transfer embargo for the Club in the 2019 January transfer window; and (iv) the Group's significant shareholders to capitalise £21.96 million of outstanding loans. These transactions were provided for in the May 2018 financial statements.

PROFITABILITY AND SUSTAINABILITY REGULATIONS ("P&S")

The Group is subject to the P&S Regulations of the EFL. To the best knowledge of the Board, the Group complies with the requirements of the P&S Regulations.

RELATED PARTY TRANSACTIONS

Convertible shareholder loans in the total amount of £50.3 million have been provided to the Group by Total Soccer Growth Sdn Bhd and QPR Asia Sdn Bhd. See "Certain financing arrangements" above.

QPR in the Community Trust is the Club's official registered charity (number 06703178) and was incorporated on 19 September 2008. QPR in the Community Trust operates separately from the Group and has not been consolidated in the Group's. During the financial year ended 31 May 2020 the Group pledged £115,000 to QPR in the Community Trust.

During the financial year ended 31 May 2020, income of £390,000 was received from entities controlled by Ruben Gnanalingam, Tony Fernandes and Kamarudin Meranun in relation to sponsorship agreements relating to certain areas in the stadium.

Rangers Developments Limited is an entity under common control with the Group. During the financial year ended 31 May 2020, the Group spent £100,452 on behalf of Rangers Developments Limited assessing the feasibility of a move to a new stadium.

The Group has partially financed the purchase and development of the new training centre for the Club through a £10.0 million convertible bond issuance to the spouse of Ruben Gnanalingam.

BOARD AND KEY MANAGEMENT

The board of directors of the Issuer (the "**Board**") is comprised of:

AMIT BHATIA
CHAIRMAN

Amit Bhatia is Chairman of QPR Football Club having joined the Board in 2007. He began his career in New York at Merrill Lynch and Morgan Stanley before moving to Credit Suisse First Boston in London. In 2004 he founded Swordfish Investments, a private equity and venture capital business. In 2013, Amit formed Hope Construction Materials where he was Executive Chairman until it was acquired by Breedon Group in August 2016. He is now Chairman of Breedon Group, the UK's largest independent building materials company. He is also Partner at Summix Capital, a strategic land fund and a Partner at Initial Capital, a firm that invests in early stage technology companies. He is Chairman of the Global Relief Initiative, a philanthropic trust he founded in 2011. He is a Gold Leaf member at the Aspen Institute and a William Pitt group member at Chatham house. He attended Cornell University and serves on the University's External Advisory Council for Internalization in Ithaca New York.

TONY FERNANDES
JOINT VICE CHAIRMAN

Anthony Fernandes was educated at The Alice Smith School in Kuala Lumpur, Malaysia and then Epsom College before graduating from the London School of Economics. He started his career at Virgin Atlantic and Virgin Communications before joining Warner Music International in London. He then moved back to Malaysia, eventually becoming Vice President ASEAN and Warner Music South East Asia, before leaving in 2001 to purchase AirAsia. In 2007, Fernandes started a hotel chain, Tune Hotels, which has properties in Britain, Australia and the Far East. Fernandes bought a majority stake in QPR in August 2011, serving as Chairman until 2018, latterly as co-Chairman alongside Mr Gnanalingam. Mr Fernandes is also the founder of the Caterham F1 Formula One team, which began racing in 2010 as Lotus Racing and raced in 2011 as Team Lotus. Caterham Racing, also created by Fernandes, competed in the GP2 Series.

RUBEN GNANALINGAM
JOINT VICE CHAIRMAN

Datuk Ruben Emir Gnanalingam Bin Abdullah was educated at the Victoria Institution in Kuala Lumpur, Malaysia and later Eton College, before graduating from the London School of Economics and Political Science in 1998. He started his career at Westports Malaysia in 1999 where he is now Group Managing Director, having been appointed to the Board in July 2005. Outside his professional engagements, Mr Gnanalingam was founder of the KL Dragons in the ASEAN Basketball League, and is co-owner and Board member of the Los Angeles Football Club. He is member of the APEC Business Advisory Council, a Board Member of the Employees Provider Fund Malaysia and the Malaysia Productivity Corporation and also a member of the NBA Asia Advisory Board. He is also the Chairman of the QPR in the Community Trust. Mr Gnanalingam joined the QPR Board in June 2015 as co-Chairman, and now serves as joint Vice Chairman alongside Tony Fernandes.

KAMARUDIN MERANUN
DIRECTOR

Datuk Kamarudin Bin Meranun graduated from the University Technology MARA (UiTM) and was named the Best Actuarial Student by the Life Insurance Institute of Malaysia in 1983. He received a B.Sc. with Distinction (Magna Cum Laude, Finance major) in 1986 and an M.B.A. in 1987 from Central Michigan University. He worked in Arab-Malaysian Merchant Bank in Kuala Lumpur from 1988 to 1993 as a Portfolio Manager, managing both institutional and high net-worth individual clients' investment funds. In 1994, he was appointed Executive Director of Innosabah Capital Management, later renamed Intrinsic Capital Management. In 2001, he acquired AirAsia with Tony Fernandes. Mr Meranun was appointed Chairman in 2013, a role which he holds today.

LEE HOOS
CHIEF EXECUTIVE OFFICER

Lee Hoos was born in Baltimore, Maryland in the United States. He graduated with a BA in Political Science (Hons) from Frostburg State University before reading for his Juris Doctor degree at the University of Baltimore School of Law. He moved to the UK in 2016 . Hoos started in English football at Fulham FC where he was responsible for developing the organizational framework to see the club into the Premier League, before taking on roles at Leicester City FC and Southampton FC. Most recently, he served as the chief executive of Burnley FC, where he was responsible for developing and implementing strategies to deliver success across all areas of the club as well as overseeing day-to-day business. While at Burnley he assisted in overseeing the issue of a bond in 2013 which raised £2.5m for the acquisition of the freehold of the training ground. Since his arrival at QPR before the 2015/16 season, Hoos has worked closely with the Board on a robust strategy to rebuild the foundations of the Club in order to provide a platform for a successful and sustainable future.

LES FERDINAND MBE
DIRECTOR OF FOOTBALL

Les Ferdinand was born in Paddington and began his playing career at non-league Southall, before making his senior debut at Hayes in the 1985-86 season. Ferdinand then joined QPR, making his debut on 20 April 1987, aged 20. After loan spells at Brentford and Turkish side Beşiktaş he returned to QPR for the 1989–90 season, appearing in nine First Division matches and scoring his first two English league goals. His development continued and in the 1992-93 season he was firmly established as a leading striker in the top-flight, scoring 20 goals in 37 games. In total, Ferdinand played 163 games for QPR, scoring 80 goals, and earned 17 England caps over the course of his playing career, scoring five international goals. In October 2014, he came back to QPR as Head of Football Operations, being appointed Director of Football in February 2015. Ferdinand was awarded the MBE in the Queen's 2005 Birthday Honours.

SUMMARY FINANCIAL INFORMATION

The summary financial information for each of the financial years ended 31 May 2020, 2019 and 2018 has been extracted, without any material adjustment, from the audited consolidated financial statements of the Group. The interim financial information for the six-month period from 1 June 2020 to 30 November 2020 has been extracted, without any material adjustment, from the unaudited consolidated financial statements of the Group.

The financial statements of the Group, including the interim financial statements, have been prepared in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards and applicable law) including FRS 102, FRS 104 (where relevant) and the Companies Act 2006.

Consolidated statement of comprehensive income for the financial years ended 31 May 2020, 2019, 2018 and the six-month financial period from 1 June 2020 to 30 November 2020

	Unaudited 6-month ended 30-Nov-2020	*Audited* year ended 31-May-2020	*Audited* year ended 31-May-2019	*Audited* year ended 31-May-2018
	£'000	**£'000**	**£'000**	**£'000**
Turnover	**6,692**	**18,299**	**34,568**	**31,317**
Broadcasting	3,571	8,427	21,966	20,154
Gate receipts	108	4,036	5,393	4,901
Sponsorship, advertising	1,064	1,842	1,925	1,401
Commercial income	691	1,868	2,331	2,221
Sales of inventories	493	902	961	1,038
Other income	765	1,224	1,992	1,602
Cost of sales	**(13,196)**	**(26,346)**	**(35,820)**	**(44,100)**
Wages and salaries	(9,799)	(17,621)	(21,735)	(26,975)
Social security costs	(1,216)	(2,195)	(2,038)	(3,523)
Other pension costs	(122)	(194)	(179)	(160)
Amortisation	(340)	(598)	(4,411)	(9,098)
Depreciation	(707)	(1,411)	(1,475)	(1,493)
Inventory impairment	-	(136)	-	(107)
Operating lease rentals	(322)	(627)	(628)	(615)
Agent fees	(548)	(1,135)	(1,201)	(1,019)
Total remaining costs	(142)	(2,429)	(4,153)	(1,110)
Gross profit / (loss)	**(6,504)**	**(8,047)**	**(1,252)**	**(12,783)**
Administration expenses	(3,685)	(9,009)	(10,650)	(9,624)
Operating profit / (loss)	**(10,189)**	**(17,056)**	**(11,902)**	**(22,407)**
Exceptional item	-	-	-	(20,000)
Profit / (loss) on disposal of plant & equipment	-	1	(6)	3
Profit / (loss) on disposal of player registrations	16,386	5,994	2,516	(137)
Profit / (loss) on disposal of asset under contruction	-	(4,462)		
Profit / (loss) before interest and taxation	**6,197**	**(15,523)**	**(9,392)**	**(42,541)**
Finance income	-	41	12	5,017
Finance costs and similar charges	(491)	(911)	(1,007)	(21)
Profit / (loss) on ordinary activities before taxation	**5,706**	**(16,393)**	**(10,387)**	**(37,545)**
Tax	-	-	-	-
Profit / (loss) for the financial year and total comprehensive income	**5,706**	**(16,393)**	**(10,387)**	**(37,545)**

AUDITED FINANCIAL YEARS ENDED 31 MAY, 2020, 2019 AND 2018

Turnover in the financial year ended 31 May 2020 was £18.3 million compared to £34.6 million for the financial year ended 31 May 2019. This decrease is mainly due to the end of the Club's entitlement to parachute payments related to its participation in the Premier League in season 2014/15 and a reduction in gate receipts as a result of the temporary suspension of the football season due to Covid-19.

- Revenue from broadcasting decreased by £13.5 million to £8.4 million in the financial year ended 31 May 2020 as parachute payments ceased. Broadcasting revenue represented 46% of the Group's total revenue in the financial year ended 31 May 2020 compared to 64% in both financial years ended 31 May 2019 and 2018. Approximately £679,000 of revenue relating to season 2019/20 will be recognised in season 2020/21 due to the deferment of fixtures as a result of the late completion of the season which was impacted by COVID-19. In 2018, the EFL agreed a record £595 million five-year TV deal with Sky Sports (covering the period up to season 2023/24). This represented a 35% increase on the previous contract, which expired at the end of the 2018/19 season.

- Revenue from match-day activities decreased by £1.4 million to £4.0 million in the financial year ended 31 May 2020. Gate receipts were impacted by the suspension of the Championship resulting from the COVID-19 pandemic. The season was not concluded until late July and the final 9 matches of the season, including 4 home games, were played behind closed doors.

- Revenue from commercial activities was also impacted by COVID-19 and was £4.6 million in the financial year ended 31 May 2020 compared to £5.2 million in the financial year ended 31 May 2019.

Cost of sales in the financial year ended 31 May 2020 was £26.3 million, a reduction of approximately 26% compared with £35.8 million incurred in the financial year ended 31 May 2019 and 40% when compared with the financial year ended 31 May 2018 when total cost of sales was in excess of £44.0 million. Cost of sales is comprised primarily of wages and salaries, player amortisation and other operating costs. Wages and salaries were £17.6 million in the financial year ended 31 May 2020, a £4.1 million decrease partly due to a drop in the headcount of players and sporting staff from 110 to 99. In terms of other costs, player amortisation decreased by approximately 86% to £0.6 million in the financial year ended 31 May 2020. Other operating costs were broadly in line with prior years and comprise mainly agent fees and matchday operating costs.

Group operating losses (excluding player trading) in the financial year ended 31 May 2020 increased to £(17.1) million compared £(11.9) million in the financial year ended 31 May 2019 and £(22.4) million in the financial year ended 31 May 2018.

The Group incurred a profit from player trading in the financial year ended 31 May 2020 of £6.0 million compared to £2.5 million in the financial year ended 31 May 2019 and a loss of £(0.1) million in the financial year ended 31 May 2018. This improvement in 2020 was due mainly to the departures of Luke Freeman to Sheffield United, Darnell Furlong to West Bromwich Albion and Massimo Luongo to Sheffield Wednesday. For additions to the playing squad, the Club availed primarily of free transfers and loan signings during the period to May 2020.

The Group recorded a £4.5 million loss on disposal of assets under construction relating to the write-off of expenditure for the Warren Farm training facility project. The Club was unable to progress the development of the project due to legal challenges faced by Ealing Council. The Club instead acquired the Heston site to develop it into a facility for the first team, under 23s and academy.

Overall, the Group recorded a net loss of £(16.4) million in the financial year ended 31 May 2020 compared to a £(10.4) million net loss in the financial year ended 31 May 2019 and £(17.5) million – pre exceptional costs – in the financial year to 31 May 2018.

UNAUDITED SIX-MONTH FINANCIAL PERIOD ENDED 30 NOVEMBER 2020

The Group generated total revenue of £6.7 million, comprising mainly of broadcast and sponsorship revenue as all matches during the period were played behind closed doors.

During the summer transfer window 2020, the Club secured the permanent transfers of Robert Dickie, Lyndon Dykes, Christopher Willock, George Thomas, Luke Amos, Albert Adomah and Charlie Lee-Kelman.

A profit on disposal of player registrations of £16.4 million was recorded during the period contributing to an overall profit for the period of £5.7 million.

Consolidated statement of financial position as at 31 May 2020, 2019, 2018 and consolidated financial position as at 30 November 2020

	Unaudited 6-month ended 30-Nov-2020	*Audited* year ended 31-May-2020	*Audited* year ended 31-May-2019	*Audited* year ended 31-May-2018
	£'000	**£'000**	**£'000**	**£'000**
Non-current assets				
Intangible assets	4,374	42	1,553	7,246
Property plant and equipment	21,140	16,006	21,486	22,515
	25,514	**16,048**	**23,039**	**29,761**
Current assets				
Inventories	577	240	306	462
Trade and other receivables	10,765	5,056	4,734	4,261
Cash and cash equivalents	9,621	1,130	3,520	2,490
	20,963	**6,426**	**8,560**	**7,213**
Current liabilities	**(72,006)**	**(63,533)**	**(55,820)**	**(71,747)**
Net current liabilities	**(51,043)**	**(57,107)**	**(47,260)**	**(64,534)**
Total assets less current liabilities	**(25,529)**	**(41,059)**	**(24,221)**	**(34,773)**
Non-current liabilities	**(17,703)**	**(9,142)**	**(9,587)**	**(10,613)**
	(43,232)	**(50,201)**	**(33,808)**	**(45,386)**
Capital and reserves				
Share capital	93,465	93,465	93,465	71,500
Share premium account	160,301	160,301	160,301	160,301
Convertible loan	1,263	-	-	-
Profit and loss account - deficit	(298,261)	(303,967)	(287,574)	(277,187)
Net shareholder funds / (deficit)	**(43,232)**	**(50,201)**	**(33,808)**	**(45,386)**

AUDITED FINANCIAL POSITION AS AT MAY 31, 2020, 2019 AND 2018

Total assets of the Group decreased by £9.1 million to £22.5 million as at 31 May 2020, driven mainly by the write-off of expenditure relating to the Warren Farm project and by a decrease in the carrying value of player registrations.

Current liabilities of the Group increased by £7.7 million to £63.5 million as at 31 May 2020. This increase is due to an increase in shareholder loans to £52.8 million relating to loans repayable to QPR Asia Sdn Bhd and Total Soccer Growth Sdn Bhd (from £45.4 million at 31 May 2019 and £56.0 million at 31 May 2018). The loans and amounts owed by Group undertakings are unsecured, interest free and repayable on demand. Shareholder loan drawdowns for the year ended 31 May 2020 were £7.4 million.

Non-current liabilities decreased to £9.1 million as at 31 May 2020 compared to £9.6 million at 31 May 2019 and £10.6 million at 31 May 2018. Non-current liabilities include the FFP settlement at an amortised cost of £8.8 million at 31 May 2020 (compared to £9.6 million at 31 May 2019 and £10.3 million at 31 May 2018) and an EFL loan at an amortized cost of £351k at 31 May 2020 (compared to £nil at 31 May 2019 and 2018).

UNAUDITED FINANCIAL POSITION AS AT 30 NOVEMBER 2020

Total assets of the Group decreased by £9.1 million to £22.5 million as at 31 May 2020, driven mainly by the write-off of expenditure relating to the Warren Farm project and by a decrease in the carrying value of player registrations.

In November 2020, the Club completed the purchase of Heston Sports Ground at a cost of £4.5 million. The Heston site currently houses the Club academy, and this purchase will allow the development of a training ground to host the first team, under 23s and the academy. The purchase and future development of the site has been partly financed by a £10.0 million convertible bond issued to the spouse of Ruben Gnanalingam. The bonds have an initial term of five years, are unsecured and carry a fixed rate of interest of 6% per annum.

Current liabilities of the Group increased by £8.5 million to £72.0 million as at 30 November 2020, This increase is due to an increase in shareholder loans to £56.0m relating to loans repayable to QPR Asia Sdn Bhd and Total Soccer Growth Sdn Bhd. Shareholder loan drawdowns for the period were £3.2 million.

Non-current liabilities increased to £17.7 million as at 30 November 2020 primarily as a result of £8.8m being attributed to the £10.0m convertible bond. This amount represents the fair value of the financial liability and includes accrued interest, with the residual balance of £1.2 million being allocated to equity and presented within 'Capital and Reserves'. The fair value of the bond is calculated by comparing it to similar financial liabilities with no conversion option. Non-current liabilities also included an EFL loan component of £363k, FFP settlement of £8.3 million and obligations under finance lease and hire purchase contracts for £220k.

Consolidated cash flow statement for the financial years ended 31 May 2020, 2019 and 2018

	Unaudited 6-month ended 30-Nov-2020	*Audited* year ended 31-May 2020	*Audited* year ended 31-May 2019	*Audited* year ended 31-May 2018
	£'000	**£'000**	**£'000**	**£'000**
Net cash flows from operating activities				
Operating profit / (loss) for the year	(10,189)	(17,056)	(11,902)	(22,407)
Amortisation	340	598	4,411	9,098
Depreciation of tangible fixed assets	707	1,411	1,475	1,493
Change in stocks	(337)	66	156	(161)
Change in debtors	(361)	2,405	(476)	2,001
Change in creditors	3,659	(1,005)	(7,039)	(252)
Tax paid	-	-	-	-
Net cash (used in) / generated by operations	**(6,181)**	**(13,581)**	**(13,375)**	**(10,228)**
Cash flow from investing activities				
Interest received	-	3	12	6
Interest paid	(37)	(6)	-	(21)
Net cash flows from investing activities	**(37)**	**(3)**	**12**	**(15)**
Capital expenditure				
Payments to acquire player registrations	(3,977)	(60)	(329)	(4,826)
Payments to acquire tangible fixed assets	(5,531)	(393)	(452)	(597)
Receipts from sale of player registratons	11,038	4,235	3,772	7,706
Receipts from sale of tangible fixed assets	-	2	2	3
Net cash flows from capital expenditure	**1,530**	**3,784**	**2,993**	**2,286**
Financing				
Net inflow from shareholder financing	3,200	7,410	11,400	10,000
Bond proceeds	10,000			
Net outflow from short-term borrowing	(21)	-	-	(4,000)
Net cash inflow from financing	**13,179**	**7,410**	**11,400**	**6,000**
Net change in cash and cash equivalents	8,491	(2,390)	1,030	(1,957)
Cash and cash equivalents at beginning of year	1,130	3,520	2,490	4,447
Cash and cash equivalents at end of year	**9,621**	**1,130**	**3,520**	**2,490**

AUDITED CASH FLOW POSITION AS AT 31 MAY, 2020, 2019 AND 2018

Cash outflow from operating activities was £(13.6) million in the financial year ended 31 May 2020 compared to a cash outflow of £(13.4) million in the financial year ended 31 May 2019.

The Group incurred a cash cost of £(0.1) million to acquire additional players during the financial year ended 31 May 2020 compared to £(0.3) million in the financial year ended 31 May 2019. The Group received £7.4 million in shareholder financing during the year compared to £11.4 million in the financial year ended 31 May 2019. No further bank loan payments were due this year and the Group did not pay any interest during the year.

After net capital expenditure on player transfers and tangible fixed assets, the Group recognised a positive net cash inflow from capital expenditure of £3.8 million and net cash inflow from financing of £7.4 million. As a result, the increase in cash for the financial year ended 31 May 2020 was £1.1 million compared to an increase of £3.5 million for the financial year ended 31 May 2019.

UNAUDITED CASH FLOW POSITION AS AT 30 NOVEMBER 2020

During the 6-month period ended 30 November 2020, the Group partially financed the purchase and development of the new training centre for the Club through a £10.0 million convertible bond issuance to the spouse of Ruben Gnanalingam. The bonds have an initial term of five years, are unsecured and carry a fixed rate of interest of 6% per annum.

POST REPORTING DATE EVENTS

- During the January 2021 transfer window, the Club secured Joe Walsh and Macauley Bonne on permanent transfers, the latter having been on loan to the Club since October 2020. These player registrations were acquired at a cost of £7.0 million of which £1.2 million is contingent on one or more future events.
- The Club secured Charlie Austin, Stefan Johansen, Sam Field and Jordy de Wijs as permanent transfers in summer 2021 (each of which were on loan at the Club during the 2020/21 season) and Moses Odubajo, Andre Dozzell and Jimmy Dunne also signed for the Club.
- In terms of player disposals, Eberechi Eze was transferred to Crystal Palace, Ryan Manning to Swansea and Bright Osayi-Samuel to Fenerbahçe Sports Club. Toni Leistner's contract was terminated by mutual consent and in addition Grant Hall, Marc Pugh and Angel Rangel departed due to their contracts expiring. This activity resulted in a profit of £17.7 million from player transfers in summer 2020 and January 2021 transfer windows.
- In March 2021 the Club availed of an EFL loan of £8,330,000 which is repayable over a set number of years as agreed with the EFL.
- The Club announced Ashville Holdings as their new shirt sponsor for the 2021/22 campaign. This one-year deal sees the Ashville Holdings brand displayed on the front of the Club's home and away kits. Ashville have been a key partner since 2017 when they became the back-of-shirt sponsor before becoming the training kit sponsor in 2018, two positions they will continue to support for the 2021/22 season.
- The 2021/22 season started with fans returning to stadia and at the date of this Offer Document, 8,544 season tickets had been sold with the average general admission number tickets being 13,942 for the first 6 league fixtures.

GOING CONCERN

The Group is dependent on the continued support of its significant shareholders, Total Soccer Growth Sdn Bhd and QPR Asia Sdn Bhd, in order to continue as a going concern. The shareholders have signed a deed to provide financial support to the Group in order for the Group to be able to meet its liabilities as they fall due. The Board have considered the Group's financial position, forecast cashflow and the availability of financial support from its significant shareholders and consider that it is appropriate to prepare financial statements on a going concern basis.

FUTURE DEVELOPMENTS

The short-term objective is to be competitive in the Championship and target a play-off place. The primary aim of the Board is to implement a strategic plan to ensure that the Group is financially sustainable in the near future.

USE OF PROCEEDS

QPR believes that the case for a new purpose-built training ground at Heston Sports Ground is compelling. Relocating both the first-team and youth system training facilities to the new site will enable QPR to comprehensively address the issues that exist with the current facilities and, in relation to training grounds, move into a leading position among Championship and Premier League in terms of the scope and quality of its facilities.

The new training ground will be designed with a number of goals in mind: (i) to facilitate the cohesion and performance of the team; (ii) to enhance the profile and reputation of the Club and play its part in attracting the best footballing talent; and (iii) to assist and promote sporting excellence, providing access to best-in-class facilities.

The facilities will include three first-team pitches and four academy pitches. The training ground building will house changing rooms, gym space, dining and recreation areas, medical and rehabilitation facilities, performance analysis room and classroom.

The total cost of the development is expected to be approximately £20.0 million including land acquisition, construction and all fees and contingencies. The £4.5 million acquisition of the freehold title to the Heston Sports Ground and first phase of development has already been financed by a £10.0 million bond issued to the spouse of Ruben Gnanalingam, director and majority shareholder of the Issuer.

The proceeds of the QPR Bonds will therefore be applied in their entirety to the remainder of the development works, including the construction of changing and sports science facilities and pitches for both the first team and Academy.

The balance of any funding required is expected to be sourced through additional investment from the principal shareholders of the Club.

Acquisition of site	£4,500,000
Pitch construction	£3,500,000
Buildings construction	£11,200,000
Site clearance & other costs	£803,000
	£20,003,000

The expectation is for the first team to start using the new elite pitches from July 2022. Full construction of the new training ground is expected to take approximately 18 months, with the site open for use ahead of the 2023/24 season.

DESCRIPTION OF THE QPR BONDS

The QPR Bonds are designed as a straightforward investment where you lend the Issuer money in return for a fixed rate of interest, paid annually, until your investment is repaid when the QPR Bonds mature in five years' time.

TYPE AND CLASS

The QPR Bonds will be issued in electronic form represented by book entries in a bond register and electronic bond certificates. The principal amount of each QPR Bond (being the amount which is used to calculate payments to be made on each QPR Bond) is £500. The currency of the QPR Bonds is pounds sterling ("£").

WHAT YOU GET BACK AND HOW

The QPR Bonds entitle you to:

- 5% interest per annum (before tax) payable in cash;
- 3% interest per annum (before tax) payable in the form of credit to be used at the Club ("Club Credit"); and
- a one-off premier league bonus of 25% (before tax) in the event that the Club is promoted to the Premier League (the "Premier League Bonus").

The Issuer expects to repay your investment through its existing sources of revenue (for example, from broadcasting, matchday and commercial revenue) or from other funding sources.

CLUB CREDIT

Club Credit is credit which will, when issued, entitle you to purchase in full, or to gain a discount against:

- (i) regular matchday tickets (adult or concession);
- (ii) official merchandise from the QPR Superstore (in-store and online).

Club Credit will be paid directly onto a QPR pay card which will be issued to you by the Club if you are not already in possession of one. Club Credit will be issued on 1 June each year and must be used within 12 months of its issue (i.e. by 31 May in the following year). Club Credit cannot be redeemed against season tickets and is, when issued, personal to you and cannot be transferred. Neither the holding of any QPR Bonds or any Club Credit entitles, or confers any right, preference, priority or guarantee to enable you to purchase any tickets, merchandise or other items using your Club Credit or otherwise.

PREMIER LEAGUE BONUS

A one-off Premier League Bonus will become payable in cash on the first occasion during the life of the QPR Bonds that the Club is promoted to the Premier League. This bonus will be paid by the Issuer on 30 September in the year which immediately follows such promotion. The Premier League Bonus is only payable once and only QPR Bonds that are in issue on the Premier League Bonus Payment Date will be eligible for the Premier League Bonus.

USE OF PROCEEDS

Following the issuance of the QPR Bonds, the funds raised will be applied directly by the Issuer to the development of the facilities at the new training ground as specified in the section "Use of Proceeds".

TERM

The QPR Bonds have a fixed term of five years from the date of issue subject to the early repayment right of the Issuer described in the paragraph "Optional early repayment by the Issuer" below. On redemption, your initial investment will be repaid in full, together with any accrued and unpaid interest.

RAISE CONDITIONS

The minimum amount that must be raised in order for the Issuer to issue the QPR Bonds is £2,000,000. If the minimum amount is not reached any subscription amounts received will be returned to you without interest. Up to £6,800,000 of QPR Bonds may be issued to satisfy demand.

CERTAIN COVENANTS

The terms of the QPR Bonds restrict the ability of the Issuer to undertake certain actions (including procuring that other members of the Group take certain actions) and provide you with the option of having your Bonds repurchased after the occurrence of certain events. For example, the Bonds provide that:

- **Limitation on Restricted Payments:** the Issuer shall not, and shall procure that neither the Club nor any other member of the Group from time to time shall, directly or indirectly, declare any dividend or other distribution in respect of its share capital to its direct or indirect shareholders (other than a dividend or other distribution payable to any member of the Group from time to time); and

- **Transactions with Affiliates:** the Issuer shall not, and shall procure that neither the Club nor any member of the Group from time to time shall, directly or indirectly, enter into any transaction or series of related transactions with or for the benefit of any Affiliate that is not a member of the Group (excluding transactions relating to loans provided or to be provided by direct or indirect shareholders of the Issuer to any member of the Group) unless the terms taken as a whole are not materially less favourable to the Issuer or the relevant member(s) of the Group than those that could be obtained in a comparable arm's length transaction.

OPTIONAL EARLY REPAYMENT BY BONDHOLDERS

- **Material Asset Sale:** You will have the option to redeem your QPR Bonds at 101%, together with all accrued and unpaid interest, upon the occurrence of a Material Asset Sale. For these purposes a 'Material Asset Sale' means a sale, lease or transfer to a third party (excluding a sale and leaseback) of the training ground and facilities at Heston Sports Ground, West London.

- **Change of Control:** You will have the option to redeem your QPR Bonds at 101%, together with all accrued and unpaid interest to, upon the occurrence of a Change of Control. For these purposes, a "Change of Control" means the acquisition of over 50% of the voting rights in the capital of the Issuer by any person or entity other than by an entity controlled, directly or indirectly, by an existing shareholder of the Issuer.

OPTIONAL EARLY REPAYMENT BY THE ISSUER

The Bonds may be repaid if the Issuer chooses to do so, in whole or in part, at 100% of the principal amount of the Bonds (i.e. without premium or penalty for early repayment), together with all accrued and unpaid interest at any time after the first anniversary of the issue of the QPR Bonds.

EVENTS OF DEFAULT

All outstanding QPR Bonds held by you shall become immediately repayable, at your option, together with all accrued and unpaid interest on the occurrence of certain events related to the insolvency or winding up of the Issuer or any failure by the Issuer to comply for 90 days with any other agreement or obligation contained in the bond instrument.

EXPENSES

You will not be charged any expenses or taxes relating to an application for or purchase of any QPR Bonds.

RESPONSIBILITY OF INVESTORS

You should read this Offer Document in full and should consult an independent financial adviser if you are in any doubt about the terms of the QPR Bonds. It is your responsibility in receiving this Offer Document and/or wishing to subscribe for QPR Bonds to satisfy yourself as to full observance of the laws of the relevant territory in connection therewith, including obtaining all necessary governmental or other consents that may be required and observing all other formalities needing to be observed and paying any issue, transfer or other taxes due in such territory.

RISK FACTORS

The QPR Bonds may not be a suitable investment for all recipients of this Offer Document. You must determine the suitability of the investment in light of your own circumstances noting, in particular, that the capital value of the QPR Bonds will not appreciate. The Issuer believes that the factors described below represent the principal risks that may affect its ability to fulfil its obligations in relation to the QPR Bonds. The Issuer may be unable to pay interest, principal or other amounts on or in connection with the Bonds for other reasons and the Issuer does not represent that the statements below regarding risks involved in holding the Bonds are exhaustive. All of the factors described below are subject to uncertainty.

KEY RISKS SPECIFIC TO THE QPR BONDS

Capital is at risk and a return on your investment cannot be guaranteed

The Bonds represent unsecured debt of the Issuer. If the Issuer were to become insolvent there is a significant risk that (a) some or all of the principal amount of the Bonds will not be redeemed, and (b) some or all of the interest due on the Bonds will not be paid.

Payment of interest is partly by way of Club Credit

Interest is to be paid partly by way of Club Credit. Neither the holding of any QPR Bonds or any Club Credit entitles, or confers any right, preference, priority or guarantee to enable you to purchase any tickets, merchandise or other items. There is therefore a risk that your choice of tickets and/or merchandise will be unavailable and/or that you will be unable to redeem your Club Credit prior to its expiry, in which case it will lapse and will cease to be available.

The Bonds are not protected by the Financial Services Compensation Scheme ("FSCS")

Unlike a bank deposit, the QPR Bonds are not protected by the FSCS or any other compensation scheme. As a result, neither the FSCS nor any other government party will pay compensation to you upon any failure by the Issuer to pay amounts due by it under the QPR Bonds.

There is currently no public trading market for the QPR Bonds

No application will be made for the QPR Bonds to be admitted to listing on any regulated market. Therefore, the options to sell QPR Bonds are limited. Tifosy provides the Tifosy Exchange where you can find potential buyers however there is no guarantee that you will be able to find an investor to buy your QPR Bonds for the original amount that you paid or at all.

KEY RISKS SPECIFIC TO THE ISSUER AND TO THE GROUP'S BUSINESS ACTIVITIES AND INDUSTRY

The COVID-19 pandemic has had, and is expected to continue to have, a material impact on the Group's business, results of operations, financial position and cash flows

The ongoing COVID-19 pandemic and measures to prevent further spread continue to disrupt businesses and the full impact of the outbreak, including how it will impact broadcasting and matchday operations for QPR employees, fans, sponsors, customers and suppliers is still being assessed. COVID-19 had a significant adverse impact on the Group's reported results for the year ended 30 May 2020. The impact is primarily due to a reduction in matchday revenues with matches played behind closed doors. The extent to which operations may continue to be impacted by the COVID-19 pandemic will depend largely on future developments which are highly uncertain and cannot be accurately predicted. New information which may emerge concerning the severity of the COVID-19 outbreak and actions by government authorities to contain the outbreak or treat its impact may further impact operations. As such, we are unable to predict with certainty the ultimate further impact that COVID-19 may have on our business, future results of operations, financial position or cash flows. In addition, if there is a future resurgence of COVID-19 following its initial containment, the negative impacts on our business may be exacerbated. Though the Group continues to monitor the COVID-19 pandemic closely, this situation is changing rapidly, and additional impacts may arise that the Group is not aware of currently. Moreover, to the extent that the COVID-19 pandemic harms the business and operations of the Group, many of the other risks described in this "Risk Factors" section should be interpreted as heightened risks.

The Group has specific business operations and sources of funds and a general decline in on-pitch performance by the Club could have a material adverse effect on the Group's financial performance

The Group's principal sources of revenue are (a) broadcasting revenue received from its share of television, internet, mobile and radio broadcasting rights relating to domestic league and cup matches; (b) matchday revenue received from the sale of season tickets and other matchday tickets; and (c) commercial revenue received under sponsorship arrangements and commercial operations, all of which are heavily dependent on the on-pitch performance of the Club and the Club's league status. A material decline in the success of the Club, particularly in consecutive seasons or a decline leading to relegation from the Championship, would have a material adverse effect on the Group's financial performance and its rights to receive the levels of broadcasting and other revenue from the EFL is dependent upon its continued membership of the Championship.

The Group places reliance on financial support from its shareholders

In order to compete in one of the world's most competitive professional football leagues, significant financial investment and management time is required on an ongoing basis. The Group is financed by a mixture of shareholder capital injections and revenue generated through its business activities. The objective is to ensure a mix of funding methods offering flexibility and cost effectiveness to match the needs of the Group, however shareholder support is critical and any decline in the level of such shareholder support would have a material adverse effect on the Group.

Future EFL broadcasting and EFL commercial partner negotiations may not be concluded in a way that would maximise revenue for the Group

Broadcasting and certain other revenues are derived from central contracts to which the Group is not a party. Consequently, future EFL broadcasting and other EFL contract negotiations may not be concluded in a way that would maximise revenue for the Group. Reduced broadcasting and EFL commercial revenues could have a material impact on the Group's financial performance in the long term.

Any failure by the Group to comply with governing body rules could result in sanctions, including fines, points deductions and/or the Club not being eligible to play in key competitions

The Club's involvement in the competitions in which it plays is regulated by the rules and terms and conditions set and applied by the EFL or the FA (depending on the competition). This includes financial fair play rules (now known as profitability and sustainability rules in England). In July 2018, the Club reached a settlement with the EFL which included a fine and a transfer embargo covering the January 2019 transfer window after a dispute in respect of spending limits. These rules have become an important factor for all football clubs and their management to consider. A failure to comply with these rules in future could result in the Club being fined, player transfer embargos, having points deducted or, in extreme cases, being prevented from playing in the league and cup competitions on which the Group relies for its income.

The Group's business is dependent upon its ability to attract and retain key personnel including management, coaching staff and players

The Group operates in a highly competitive market for talent and the market rates for player transfers and wages is, to a varying degree, dictated by competitors. If there is a sharp upturn in the level of wages being paid to players and coaching staff in general, without a similar increase in revenue, the Club is likely to have to follow this trend to avoid the risk of losing key members of the playing and coaching staff. Any increase in the wage bill may adversely affect the Group's financial performance. While the Group enters into employment contracts with each of its key personnel with the aim of securing their services for the term of the contract, the retention of their services for the full term of the contract cannot be guaranteed.

It may not be possible to replace key sponsorship and commercial agreements on similar terms, or at all

Around 20% of the Group's revenue is from sponsorship and commercial agreements negotiated and entered into with third parties. In accordance with market practice, these contracts have a fixed term, some of which expire before the final scheduled payment date of the Bonds. When these contracts do expire, there can be no assurance that the Group will be able to replace them with contracts on similar terms, or at all. The Group's ability to replace the contracts will, among other things, be dependent on the performance of the Club as well as a number of factors in the market at that time.

Supporter attendance levels at the Club's matches are an important part of the Group's overall revenue

A material portion of the Group's revenue derives from ticket sales and other matchday revenue from the Club's home matches at Kiyan Prince Foundation Stadium and its share of gate receipts from cup matches. Match attendance is influenced by a number of factors, some of which are partly or wholly outside of the Group's control. These factors include the performance of the Club relative to other teams, media coverage, anti-social behaviour by fans or terrorist incidents, proper functioning and accessibility of transportation infrastructure. An inability to at least maintain supporter attendance would have a material adverse effect on the Group.

Serious injuries to, or losses of, players may adversely impact the financial performance of the Group, which may not be adequately compensated for by insurance payments

Injuries to players, particularly if career-ending, could have a detrimental effect on the Group's business. Such injuries could have an adverse effect on the performance of the Club and may also result in a loss of the income that would otherwise have resulted from a transfer of that player's registration. The Group's strategy is to maintain a squad of players sufficient to mitigate the risk of player injuries. In addition to mitigating against injuries, the Group insures the first-team squad for permanent total disablement to its market value. However, the Group's strategy may not be sufficient to mitigate all financial losses in the event of an injury, and the replacement cost of any individual player may not be fully covered by insurance.

There could be a downturn in the football industry as a whole

There can be no assurance that football will retain its popularity as a sport, together with the associated levels of media coverage and broadcast revenue. If any such fall in popularity does occur, the financial position of the Group may be adversely affected. This adverse effect may be the result of a reduction in the level of ticket sales, lower broadcasting revenue, reduced sponsorship income or a combination of one or more of these factors.

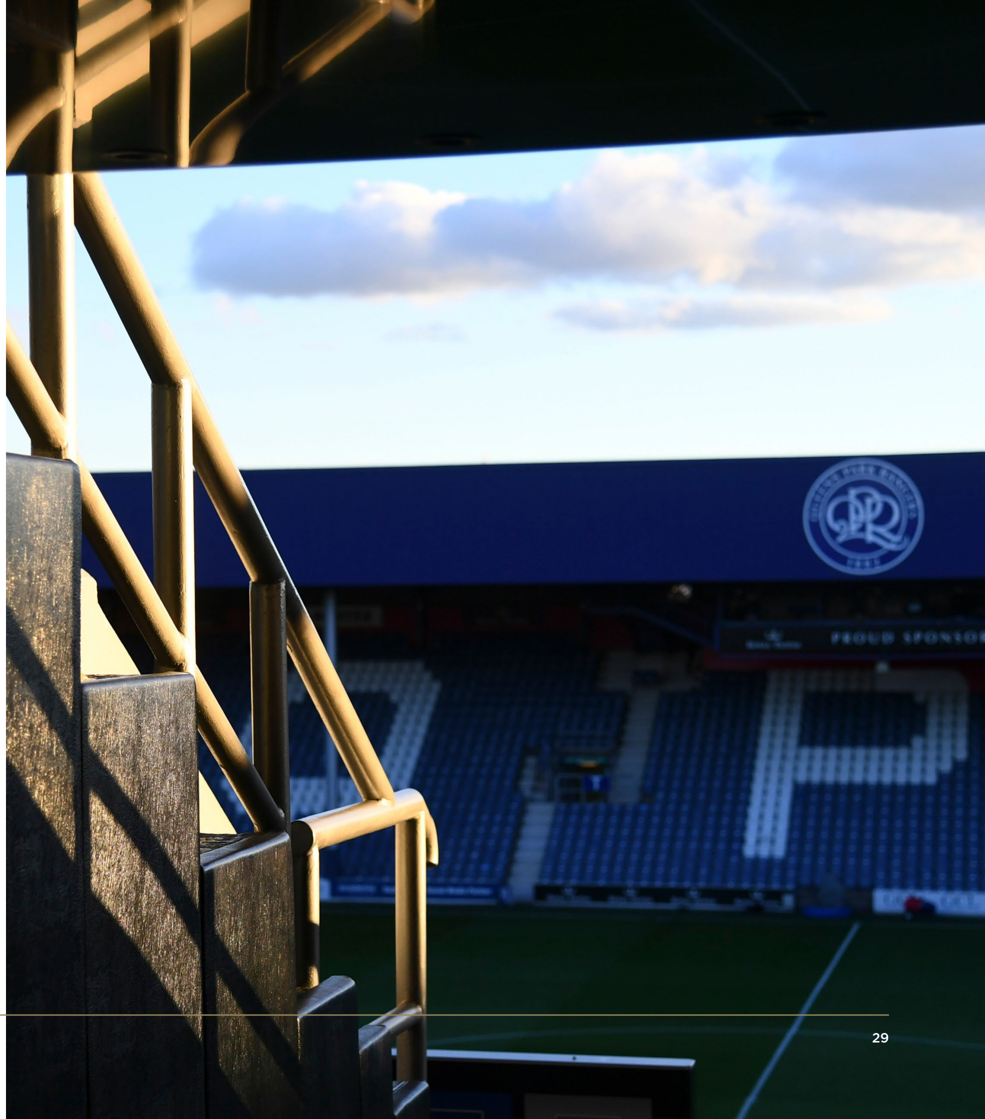
Piracy and illegal live streaming may adversely impact the Group's media and digital content revenues

A significant portion of the Group's total revenue derives from media revenues generated by the broadcasting of its matches on pay and free television channels, as well as content delivered over the internet. In recent years, piracy and illegal live streaming of subscription content over the internet has caused, and is continuing to cause, lost revenue to broadcasters showing the Club's matches. If these trends increase or continue unabated, they could pose a risk to subscription television services. The result could be a reduction in the value of football broadcasting rights and of the Group's online services, which could materially adversely affect its business and results of operations.

GENERAL

The foregoing risk factors are not exhaustive and do not purport to be a complete explanation of all of the risks and significant considerations involved in investing in the Bonds. Accordingly, and as noted above, additional risks and uncertainties not presently known to the Issuer, or that the Issuer currently deems immaterial, may also have an adverse effect on the Group's business and prospects.

In particular, you should: (a) have sufficient knowledge and experience to make a meaningful evaluation of the QPR Bonds, the merits and risks of investing in the Bonds and the information contained in this Offer Document; (b) have sufficient financial resources and liquidity to bear all of the risks of an investment in the QPR Bonds; (c) consider with care whether an investment in the QPR Bonds is suitable for you in light of your personal circumstances and financial resources.



HOW TO APPLY

APPLYING

If you have not already, you will need to create an online account on the Tifosy investment platform (**www.tifosy.com**). Tifosy will perform identity checks on all new account holders. Details of how to set up your account and deposit funds are provided by Tifosy. Applications cannot be made directly to the Issuer.

Once your account is set up, to apply simply access the online application form at **www.tifosy.com/qpr** and follow the on-screen instructions to complete your application and make your payment by debit card, bank transfer or funds already paid into your Tifosy Wallet. Should you wish to pay by way of bank transfer, please remember to include your application reference number on the transfer in order to avoid any delay in allocating your funds to your application.

ALLOCATION

You will be notified within 21 days of the closing date of your allocation of QPR Bonds (if any) and the arrangements for the QPR Bonds to be delivered to you. If unsuccessful in whole or in part, the balance of any amount paid by you in respect of the QPR Bonds which were not issued will be returned to you without interest.

CANCELLATION PERIOD

You have the right to cancel your application at any time within 14 days of receipt of your completed application. If you wish to cancel your application, you should email **info@tifosy.com**. After the expiry of the cancellation period, your application will become an irrevocable contract to invest between you and the Issuer.

CLOSING DATE

The closing date for the receipt of all applications is 17:59 on 12 November 2021 (the "Closing Date"). The Issuer may change or extend the Closing Date and/or any related dates in its absolute discretion and shall announce any such change or extension through the Tifosy website (**www.tifosy.com/qpr**).

ROLE OF TIFOSY

The Issuer has appointed Tifosy as its arranger and distributor in connection with the offer of the QPR Bonds and as its bond registrar in connection with the post-offer administration of the QPR Bonds. Tifosy is authorised and regulated by the Financial Conduct Authority (ref: 717605) and is a HMRC approved innovative finance ISA manager. Tifosy works with professional sports clubs that wish to raise capital by making investment opportunities available through Tifosy's online investment platform.

As Arranger, Tifosy will only be able to provide you with the information contained in this Offer Document and will be not able to advise you on the merits of an investment in the QPR Bonds or as to whether you should make an application or to provide any financial, legal, tax or investment advice. You should consult an independent financial adviser if you are in any doubt about the terms of the QPR Bonds or whether the QPR Bonds are suitable investment for you.

Should you have any issues in making an application please seek further information by emailing **info@tifosy.com** or contacting Tifosy through the Live Chat function on the website at **www.tifosy.com/qpr**, between 09:30 and 17:30 Monday to Friday.

ANTI-MONEY LAUNDERING

If you apply for QPR Bonds, it will be a term of your application that to ensure compliance with the anti-money laundering regulations of the UK, Tifosy may, at its absolute discretion, require verification of your identity, address and/or source of wealth. If within a reasonable time after a request for verification of identity, satisfactory evidence has not been supplied, Tifosy may, in its absolute discretion, reject your application in which event any funds in respect of your application will be returned to you without interest.

ANTICIPATED TIMETABLE

30 SEPTEMBER 2021	Announcement
7 OCTOBER 2021	Priority offer period
14 OCTOBER 2021	Public offer period
12 NOVEMBER 2021	Closing Date
29 NOVEMBER 2021	Issue Date
1 JUNE 2022	First interest payment date (c. 6-month interest period)
1 JUNE 2023	Second interest payment date (12-month interest period)
1 JUNE 2024	Third interest payment date (12-month interest period)
1 JUNE 2025	Fourth interest payment date (12-month interest period)
1 JUNE 2026	Fifth interest payment date (12-month interest period)
29 NOVEMBER 2026	Final interest payment (c. 6-month interest period) and QPR Bond repayment date

TAXATION AND INNOVATIVE FINANCE ISA

The comments below are of a general nature and are not intended to be exhaustive. Your precise tax treatment will depend on your individual circumstances and law and practice in force at the relevant time and may, therefore, be subject to change in the future. You are advised to consult your own independent financial adviser concerning the tax consequences of the acquisition, ownership or redemption of the QPR Bonds and any benefits derived thereon.

INDIVIDUAL INVESTORS

The Issuer is required by HMRC to apply a withholding tax at the basic rate of income tax (the "Basic Rate") which is currently 20% on all payments of interest made to any individual under the QPR Bonds. Where applicable, the Issuer will arrange for the tax due to be deducted from each element of the interest payment made to you and shall pay such amount to HMRC on your behalf.

Therefore, if you are subject to UK income tax at a rate not exceeding the Basic Rate, you are not liable for additional income tax on the total return on the QPR Bonds. If you are subject to UK income tax at a higher rate of income tax then you may be required to pay additional tax after taking into account tax withheld at source by the Issuer. If you are not normally subject to tax in the UK, you may be entitled to claim repayment of the tax withheld at the Basic Rate by the Issuer directly from HMRC. The ultimate liability to tax in respect of the total return on the QPR Bonds will depend upon the individual.

As an example, if you invest £5,000 and have been allocated ten QPR Bonds of £500 each, you are liable to withholding tax at source and should expect to receive the following return each year:

ANNUAL INTEREST (%)	GROSS INTEREST (£)	TAX WITHHELD (£)	NET RECEIVED (£)
Cash Rate (5%)	£250	£50	£200
Club Credit Rate (3%)	£150	£30	£120
Annual Total Raise (8%)	£400	£80	£320

No liability to capital gains tax should arise on the issue of the QPR Bonds or their subsequent redemption. A holding of QPR Bonds should form part of your estate for inheritance tax purposes. No stamp duty or stamp duty reserve tax will be payable on the issue of the QPR Bonds or their subsequent redemption.

CORPORATE INVESTORS AND CHARITIES

If you invest on behalf of a company resident in the UK for corporation tax purposes, you should receive payments of interest gross as there is no withholding tax obligation on the payment of interest to such company. Such company may have to pay tax on the interest received at the applicable corporation tax rate according to its profits and status. If you invest on behalf of a non-UK resident company, the Issuer is obliged to deduct tax at the Basic Rate although it may be possible for you to benefit from reduced or nil withholding tax on interest depending on the circumstances. If you invest on behalf of a UK registered charity you are also entitled to receive interest gross.

INNOVATIVE FINANCE ISA

The Bonds may be held within an Innovative Finance ISA permitting you to earn interest on the QPR Bonds tax-free, meaning that gross interest amount would be paid with no tax withheld. If you wish to use some or all of your annual ISA allowance to invest in the QPR Bonds, you should open an Innovative Finance ISA account on the Tifosy investment platform by visiting www.tifosy.com/en/ifisa and transfer funds into that account before you invest. The annual allowance is currently £20,000 which can be combined with additional funds from external ISAs from previous tax years. There is no limit on the amount of funds in existing ISAs that can be transferred into an Innovative Finance ISA.

As an example, the table below sets out the returns you may make if you invest £5,000 and hold your QPR Bonds until the maturity date (five years). Please note that this example assumes that the Premier League Bonus does not become payable and that the QPR Bonds are held within an Innovative Finance ISA. If the QPR Bonds were not held within an Innovative Finance ISA, withholding tax would apply as described above.

	Issue Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total Return
	(£)	(£)	(£)	(£)	(£)	(£)	(£)
Principal	-5,000	-	-	-	-	+5,000	
5% cash interest		+250	+250	+250	+250	+250	£320
3% Club credit interest		+150	+150	+150	+150	+150	750
25% PL bonus		N/A	N/A	N/A	N/A	N/A	N/A
Total	-5,000	+400	+400	+400	+400	+5,400	+2,000

Please note, your returns under the QPR Bonds are not guaranteed and are subject to the risks set out in this Offer Document. For further information see the section "Risk Factors". You are advised to consult your own independent financial adviser should you wish to create and hold the QPR Bonds within an IFISA.

QUESTIONS & ANSWERS

Q. What is a bond?

A. A bond is a form of borrowing by a company seeking to raise funds from investors. The company that issues a bond promises to pay interest on specified dates until the relevant bond becomes repayable at which time the company also promises to repay the amount borrowed.

Q. Who can invest in QPR Bonds?

A. Anyone who is over 18, satisfies the conditions of Application and completes the Eligibility Questionnaire can apply to invest in QPR Bonds.

Q. How many QPR Bonds can I apply for?

A. The minimum amount of QPR Bonds for which you can apply is £500. You can, subject to availability, apply for as many QPR Bonds as you wish, in increments of £500.

Q. How can I pay for QPR Bonds?

A. You must make payment at the time of application for QPR Bonds. Your payment can be made by debit card, bank transfer or by transferring funds already in your Tifosy Wallet. If choosing to pay by bank transfer, you will need to make a transfer from your bank account to Tifosy Limited, either in person or via an online banking account. It is very important that you include the application reference number in order to avoid any delay in allocating your funds to your application.

Q. How much is being raised?

A. The minimum amount that must be raised in order for the Issuer to issue the QPR Bonds is £2,000,000, although it can raise up to £6,800,000 to satisfy demand.

Q. What will the proceeds be used for?

A. The proceeds from the issue of the QPR Bonds will be used by the Issuer in order to finance the development of facilities at the new training ground site at Heston Sports Ground.

Q. Can I pay by instalments or top up my holding of QPR Bonds?

A. You will not be able to pay for your QPR Bonds in instalments, nor can they be topped up. All applications must be accompanied by an online debit card payment, bank transfer or transfer of funds from your Tifosy Wallet for the full amount of QPR Bonds applied for. Applications that are not accompanied by payment for the full amount of QPR Bonds applied for will not be accepted.

Q. Can I change my mind?

A. Yes, there is a cooling-off period of 14 days, which begins on the date your completed application is received. You have the option to cancel your investment within this period, in which case your money will be returned, and no interest will be payable. After 14 days, your application will be irrevocable and cannot be terminated or rescinded by you.

Q. What return do I receive on my investment and is the interest rate fixed?

A. The QPR Bonds earn fixed interest of 8% per annum (before tax) comprised of 5% interest in cash and 3% interest in Club Credit. The first interest payment date is 1 June 2022 and interest will be paid on 1 June each year until the bonds are repaid in 2026 at the end of the five-year term.

Q. How does the Premier League Bonus work?

A. A Premier League Bonus of 25% (before tax) will become payable once only in cash on the first occasion during the life of the QPR Bonds that the Club is promoted to the Premier League. This bonus will be paid by the Issuer on 30 September immediately following such promotion. If the QPR Bonds have been redeemed or the Club is not promoted to the Premier League during the term of the QPR Bonds, the Premier League Bonus will be not be paid.

Q. Are the QPR Bonds suitable for an Innovative Finance ISA ("IFISA")?

A. Yes. The QPR Bonds can be held in a Tifosy IFISA, meaning that for eligible investors, any interest paid on the QPR Bonds is earned tax-free. If you would like to set up a Tifosy IFISA please contact Tifosy who can assist with the set-up and application process.

Q. How can I use my ISA allowance to invest in the Bonds?

A. You must open a Tifosy IFISA and transfer funds into that account before investing. The annual ISA allowance is currently £20,000 but you can also opt to invest in the QPR Bonds using existing ISA funds from previous tax years. If you wish to use some or all of your annual ISA allowance to invest in the QPR Bonds, you should open an IFISA account on the Tifosy investment platform by visiting https://www.tifosy.com/en/ifisa and transfer funds into that account before you invest.

Q. Will I be taxed on my returns?

A. Interest, including cash interest and Club Credit interest, paid on the QPR Bonds is subject to income tax and 20% will be deducted at source unless held in an IFISA or paid to a corporate entity. The QPR Bond is a corporate bond and is eligible for the personal savings allowance. It is your responsibility to report the interest on your tax return as appropriate and pay or reclaim any tax that may be due.

Q. Are the Bonds transferable?

A. Yes, the QPR Bonds are transferable and can be sold to existing Tifosy members and anyone eligible to become a member of Tifosy. Sellers can find potential buyers on the Tifosy Exchange. The Tifosy Exchange can be viewed by anyone with a Tifosy account. Since Tifosy acts as the registrar for holders of QPR Bonds, the buyer will need to open an account at Tifosy if they don't already have one to register the change in ownership. There is a fixed administration fee of £25 for selling QPR Bonds via the Tifosy Exchange.

Q. Is Club Credit transferable?

A. Club Credit is not transferable. Club Credit is, when issued, personal to you and the Issuer will not recognise any transfer of Club Credit.

Q. What is the term of the Bonds?

A. The QPR Bonds have a fixed term of five years. You should expect to hold your Bonds for the five-year term, but you should be aware that the Issuer may also repay the Bonds early at any point after one year.

Q. What happens with interest payments if the Issuer repays the QPR Bonds early?

A. Interest accrues day by day and you will receive 100% of your investment amount together with accrued and unpaid interest up to the repayment date.

Q. How do I get my money out?

A. At the end of the five-year term the Issuer will repay your QPR Bonds in full. The Issuer will communicate to you in advance when you should expect to receive your investment back together with all interest due to you. You can also sell your holding of QPR Bonds via the Tifosy Exchange. As the QPR Bonds will not be listed on a premium exchange, it may be difficult to find a buyer or seller and you should not assume that you will be able to sell your QPR Bonds easily or at the price you paid for them.

Q. Can I withdraw my money before the end of the fixed term?

A. You can request early repayment only in very specific and limited circumstances. If the new training ground, whose construction is partially funded by proceeds from the QPR Bonds, is sold and will no longer be an asset of the Group, you will have the option to redeem your QPR Bonds. You will have the same option if there is a third-party change of control of the Issuer. You will not be able to withdraw your money before the end of the fixed term in any other circumstances.

Q. Are QPR Bonds transferable and can I sell them or buy more?

A. QPR Bonds are transferable, but they will not be listed on a premium exchange. Through the Tifosy Exchange, you will have the opportunity to express an interest to buy and sell the QPR Bonds during specified trading cycles. The Tifosy Exchange acts as noticeboard, allowing you to express an interest to buy or sell QPR Bonds and then agree the final transfer details with the other party. All of your investments can be tracked through your Tifosy portfolio. It is important to note that it may be difficult to find a buyer or seller and you should not assume that you will be able to sell your Bonds easily or at the price you paid for them.

Q. Would I have to pay a fee to sell QPR Bonds on the Tifosy Exchange?

A. Tifosy will charge a £25 administration fee in respect of any trade registered on the Tifosy Exchange. This administration fee will be deducted from the Tifosy Wallet of the seller following successful completion of the transaction. Please note Tifosy reserves the right to review its fees and payment terms in respect of the use of the Tifosy Exchange.

Q. What happens if the QPR Bonds are over-subscribed?

A. The Issuer has absolute discretion as to whether to accept your application in whole or in part (in multiples of £500 subject to a minimum amount of £500 per application). Should the Issuer only accept your application in part, the balance of the amount paid by you in respect of the QPR Bonds which were not issued to you will be returned to you, without interest.

Q. Is my investment protected by the Financial Services Compensation Scheme?

A. No. Neither the FSCS nor any other party will pay compensation to you upon any failure by the Issuer to pay amounts due by it under the QPR Bonds.

Q. Do I need to discuss an investment in the Bonds with a financial adviser?

A. You should consult an independent financial adviser if you are in any doubt about the terms of the QPR Bonds or whether the QPR Bonds are suitable investment for you.

Q. What happens if I die while I hold a Bond?

A. Any QPR Bonds held by you would form part of your estate and title to them would initially be held by your executors or administrators of your estate. Your executors or administrators would hold the QPR Bonds until transferring the title of the relevant QPR Bonds to the intended beneficiary by sending the Issuer and Registrar an executed transfer in a form reasonably acceptable to the Issuer and the Registrar.

Q. Does holding a QPR Bond mean that I have shares in the Issuer?

A. No, the QPR Bonds are not convertible into shares and as a Bondholder you do not have any ownership interest in the Issuer. It is an unsecured loan for a fixed period, paying a fixed rate of interest.

Q. Do the QPR Bonds have a credit rating?

A. No, the QPR Bonds will not when issued be rated by any credit rating agency. The Issuer currently does not have any intention of applying for a credit rating from any credit rating agency

BOND INSTRUMENT

This instrument is made by deed poll on 7 October 2021 by **QPR HOLDINGS LIMITED**, a private limited company incorporated in England and Wales with registered number 03197756 and with its registered address at Kiyan Prince Foundation Stadium, South Africa Road, London, W12 7PJ, United Kingdom (the "Issuer").

1. DEFINITIONS AND INTERPRETATION

1.1 The following words have these meanings in this Deed unless a contrary intention appears:

"**Affiliate**" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition: "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing;

"**Basic Rate**" means the basic rate of income tax set by HMRC from time to time which at the date of this Deed is 20%;

"**Board**" means the board of directors of the Issuer;

"**Bond Certificate**" means a bond certificate evidencing title to Bonds in the form approved by the Issuer;

"**Bondholder**" or "**Bondholders**" means the person(s) from time to time entered in the Register as the holders of Bonds;

"**Bonds**" means the maximum of £6,800,000 fixed rate unsecured bonds due 2026 of the Issuer;

"**Business Day**" means any day which is not a Saturday or a Sunday or a public holiday in England on which clearing banks are open for business in London;

"**Capital Stock**" of any Person means any and all shares of, rights to purchase, warrants or options for, or other equivalents of or partnership or other interests in (however designated), equity of such Person;

"**Cash Interest**" means interest payable in cash at an interest rate of 5% per annum (gross);

"**Championship**" means the professional football competition known as the Championship (or any replacement thereof by whatever name) as governed by the EFL;

"**Change of Control**" means the acquisition of over 50% of the voting rights in the capital of the Issuer by any entity (or by any group of entities acting together) other than by an entity controlled, directly or indirectly, by a shareholder of the Issuer as at the date of this Deed;

"**Change of Control Notice**" means a notice from the Issuer to the Bondholders that a Change of Control has occurred;

"**Closing Date**" means 12 November 2021 or such other date as shall be announced by the Issuer;

"**Club**" means Queens Park Rangers Football & Athletic Club, Limited, a private limited company incorporated in England and Wales with registered number 00060094 and with its registered address at Kiyan Prince Foundation Stadium, South Africa Road, London, W12 7PJ, United Kingdom;

"**Club Credit**" means credit issued in the form of a credit note (or in any other form, paperless or otherwise, as the Issuer may determine) which the Issuer shall procure is made available to Bondholders in accordance with this Deed and which, when issued, may be redeemed (subject to availability) to purchase in full, or to gain a discount against: (i) regular matchday tickets; (ii) official club merchandise from the QPR Superstore (in-store and online); and (iii) such other item(s) as may be specified by the Issuer from time to time by notice to Bondholders;

"**Club Credit Interest**" means interest payable in the form of Club Credit at an interest rate of 3% per annum (gross);

"**Consolidated Financial Statements**" means the audited annual consolidated financial statements of the Group;

"**Day Count Fraction**" means in respect of any period shorter than 12 months, the actual number of days in such period divided by the number of days in a 12-month period;

"**Default Event**" has the meaning given to that term in Clause 8.1;

"**EFL**" means the English Football League as governed by (The) Football League Limited which is responsible for administering and regulating the Championship, League One, League Two as well as certain cups and reserve and youth football;

"**Financial Indebtedness**" means any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations;

"**Group**" means the Issuer and each of its direct or indirect subsidiaries from time to time including the Club;

"**HMRC**" means HM Revenue & Customs;

"**IFISA**" means an Innovative Finance Individual Savings Account created in accordance with and governed by the rules and regulations of HMRC;

"**Interest**" means Cash Interest and Club Credit Interest;

"**Interest Rate**" means the rate of 8% per annum (gross) comprising Cash Interest and Club Credit Interest;

"**Interest Payment Date**" means each of 1 June 2022, 1 June 2023, 1 June 2024, 1 June 2025 and the Repayment Date;

"**Issue Date**" means the date falling no later than 21 days after the Closing Date on which the Bonds are issued;

"**New Training Ground**" means the land and buildings constituting the Group's proposed new training to be built at Heston Sports Ground, Crane Lodge Road, Cranford, United Kingdom or such other location as may be determined by the Issuer;

"**New Training Ground Disposal**" means the sale, lease, transfer, conveyance or other disposition (other than by way of security) of the rights and title to the New Training Ground held by the Issuer or another member of the Group to any Person which is not a member of the Group, provided that a sale and leaseback arrangement in respect of the New Training Ground shall not constitute a New Training Ground Disposal;

"**New Training Ground Disposal Notice**" means the notice from the Issuer to the Bondholders that a New Training Ground Disposal has occurred;

"**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organisation, limited liability company, government or any agency or political subdivision thereof or any other entity;

"**Premier League**" means the professional football competition known as the Premier League (or any replacement thereof by whatever name) as governed by The Football Association Premier League Limited;

"**Premier League Bonus**" means a bonus cash interest payment of 25% to be paid on the principal outstanding under the Bonds on the Premier League Bonus Payment Date in accordance with Clause 3.8;

"**Premier League Bonus Payment Date**" means 30 September (or, as the case may be, the Repayment Date) in the year which immediately follows the first occasion during the life of the Bonds that the Club qualifies for the Premier League;

"**Recognised Investment Exchange**" has the meaning ascribed to that term in section 285 of the Financial Services and Markets Act 2000 (as amended);

"**Redemption Notice**" means a completed notice of redemption submitted in accordance with instructions from the Registrar.

"**Register**" means the register of Bondholders maintained by the Issuer or its Registrar on its behalf as provided for in Clause 12;

"**Registered Address**" means the registered address of the Issuer from time to time;

"**Registrar**" means Tifosy or any other entity appointed to provide services to the Issuer in connection with the Bonds and/or the Register;

"**Repayment Date**" means the fifth anniversary of the Issue Date;

"**Specified Denomination**" means £500 of principal amount of Bonds; and

"**Tifosy**" means Tifosy Limited (a company incorporated in England and Wales with registration number 08504907 and with its registered address at 16 Hanover Square, London W1S 1HT, United Kingdom) which provides various services to the Issuer in connection with the Bonds.

1.2 In this Deed, unless the contrary intention appears:

1.2.1 a reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;

1.2.2 the singular includes the plural and vice versa and any gender includes the other gender;

1.2.3 a reference to:

(i) a "document" means that document as amended, supplemented or novated;

(ii) a "statute" or other "law" means that statute or other law as amended or replaced, whether before or after the date of this Deed and includes regulations and other instruments made under it;

(iii) a "clause" or "schedule" is a reference to a clause or a schedule in this Deed; and

(iv) a month means a calendar month;

1.2.4 where the word "including" or "includes" is used, it is to be taken to be followed by the words: "but not limited to" or "but is not limited to", as the case requires;

1.2.5 if a date for payment of principal or interest would otherwise end on a day which is not a Business Day, that date for payment shall, instead, fall on the next Business Day in that calendar month, if there is one, or the preceding Business Day, if there is not;

1.2.6 where a period of time is expressed to be calculated from or after a specified day, that day is included in the period;

1.2.7 references to "£" or "GBP" are to the lawful currency of the United Kingdom;

1.2.8 a reference to "date of redemption" or "repayment" or "redeemed" or "repaid" means the date on which all the outstanding principal and accrued interest on all the outstanding Bonds is finally paid; and

1.2.9 headings are inserted for convenience and do not affect the interpretation of this Deed.

2. AMOUNT AND STATUS OF THE BONDS

2.1 The Bonds shall be issued in electronic form represented by book entries in the Register. Bondholders shall be issued with an electronic confirmation of their holding of Bonds together with an electronic copy Bond Certificate.

2.2 The Bonds shall be issued in multiples of £500 in principal amount.

2.3 The total aggregate principal amount of the Bonds is limited to £6,800,000.

2.4 The Bonds shall only be issued if the Issuer has received applications for Bonds amounting to, in aggregate, no less than £2,000,000.

2.5 There shall be no limit on the maximum amount of Bonds that can be issued to a single Bondholder. Bonds shall not be issued or registered in the names of more than one Bondholder per Bond.

2.6 The Bonds shall constitute direct obligations of the Issuer for the due and punctual payment of the principal and Interest and shall entitle the Bondholders to the rights set out in this Deed.

2.7 Payments of principal, interest and any other amount in respect of the Bonds will be made to the order of the person shown on the Register.

2.8 The Bonds are unsecured obligations of the Issuer and shall rank pari passu equally and rateably without discrimination or preference among them.

3. INTEREST

Interest Rate

3.1 Interest is payable on the principal amount outstanding under the Bonds from the Issue Date until the date of redemption and will be calculated on the basis of a 365-day year (or, in the case of a leap year, a 366-day year).

3.2 Interest accrues from day to day at the Interest Rate and is payable to the Bondholders in arrear on each Interest Payment Date.

3.3 If a payment of Interest is required to be calculated in respect of any period which is less or more than twelve months, the amount of Interest payable in respect of each Bond shall be calculated by applying the Interest Rate to the Specified Denomination of each Bond held, multiplying the product by the Day Count Fraction and rounding the resulting figure down to the nearest penny.

3.4 Interest shall be paid to the Bondholders within 10 Business Days of each Interest Payment Date.

Conditions to Club Credit

3.5 Bondholders must redeem their Club Credit by 31 May in the year following each Interest Payment Date as Club Credit shall expire and lapse 12 months after its issue.

3.6 Club Credit is, when issued, personal to each Bondholder and cannot be transferred.

3.7 The Issuer reserves the right, at any time and in its sole discretion, to pay in cash all or any part of any Club Credit Interest due to Bondholders.

Premier League Bonus

3.8 The Premier League Bonus shall become payable once only on the first occasion during the life of the Bonds that the Club qualifies for the Premier League. The Premier League Bonus shall be paid by the Issuer to Bondholders on the Premier League Bonus Payment Date. For the avoidance of doubt, if the Club does not qualify for the Premier League during the term of the Bonds, the Premier League Bonus will be not be paid.

4. NO LISTING

4.1 No application has been or will be made to any Recognised Investment Exchange for the listing of, or for permission to deal or trade in, the Bonds.

5. COVENANTS

Financial Information

5.1 Within nine months of its most recent financial year-end, the Issuer shall send or make available to Bondholders a copy of its group annual financial statements for such financial year together with commentary from the leadership of the Group.

Limitation on Restricted Payments

5.2 The Issuer shall not, and shall procure that neither the Club nor any other member of the Group from time to time shall, directly or indirectly:

5.2.1 declare or pay any dividend, in cash or otherwise, or make any other distribution (whether by way of redemption, acquisition or otherwise) in respect of its share capital to a direct or indirect holder of its share capital (other than a dividend or other distribution payable to any member of the Group); or

5.2.2 voluntarily purchase, redeem or otherwise retire for value any Capital Stock (other than Capital Stock held by any member of the Group).

Transactions with Affiliates

5.3 The Issuer shall not, and shall procure that neither the Club nor any other member of the Group from time to time shall, directly or indirectly, conduct, enter into or permit to exist any transaction or series of related transactions (including the purchase, sale, transfer, assignment, lease, conveyance or exchange of any property or the rendering of any service) with or for the benefit of any Affiliate that is not a member of the Group (excluding transactions relating to loans provided or to be provided by direct or indirect shareholders of the Issuer to any member of the Group) (any such transaction or series of transactions, an ''Affiliate Transaction''), unless the terms of such Affiliate Transaction taken as a whole are not materially less favourable to the Issuer, or the relevant member(s) of the Group, as the case may be, than those that could be obtained in a comparable arm's-length transaction.

6. REDEMPTION OF THE BONDS

Final redemption

6.1 All Bonds held by a Bondholder which have not been previously repaid (in whole or in part) will be redeemed by the Issuer on the Repayment Date, at a purchase price in cash equal to 100% of the principal amount of the Bonds, together with Interest accrued and unpaid to, but excluding, the date of redemption.

Optional early redemption at the option of the Issuer

6.2 Without prejudice to Clause 6.1, at any after the first anniversary of the Issue Date, the Issuer may, by giving not less than 30 nor more than 60 days' notice to Bondholders, redeem in whole or in part, the Bonds for the time being outstanding at a purchase price in cash equal to 100% of the principal amount of the Bonds, together with Interest accrued up to and including the date of redemption.

Optional early redemption at the option of Bondholders

6.3 Without prejudice to Clause 6.1 and 6.2, in the event that:

6.3.1 a New Training Ground Disposal has occurred, the Issuer shall be obliged to make an offer to Bondholders to redeem their Bonds at a purchase price in cash equal to 101% of the principal amount of the Bonds, together with Interest accrued up to and including the date of redemption, and all Bonds held by a Bondholder which have not been previously repaid (in whole or in part) will be redeemed by the Issuer provided that the Bondholder holding such Bonds submits a Redemption Notice to be received by the Registrar no later than three (3) months from the date of the New Training Ground Disposal Notice. Any redemption of Bonds pursuant to this Clause 6.3.1 shall be made by the Issuer within ten (10) Business Days of the date on which the Redemption Notice relating to those Bonds has been received by the Issuer; or

6.3.2 a Change of Control has occurred, the Issuer shall be obliged to make an offer to Bondholders to redeem their Bonds at a purchase price in cash equal to 101% of the principal amount of the Bonds, together with Interest accrued up to and including the date of redemption, and all Bonds held by a Bondholder which have not been previously repaid (in whole or in part) will be redeemed by the Issuer provided that the Bondholder holding such Bonds submits a Redemption Notice so as to be received by the Registrar no later than three (3) months from the date of the Change of Control Notice. Any redemption of Bonds pursuant to this Clause 6.3.2 shall be made by the Issuer within ten (10) Business Days of the date on which the Redemption Notice relating to those Bonds has been received by the Issuer.

Notice of option to redeem

6.4 The Issuer undertakes to use reasonable endeavours to give notice to the Bondholders of the occurrence of any optional early redemption pursuant to a New Training Ground Disposal or Change of Control within 10 Business Days upon becoming aware of such event.

Cancellation

6.5 All of the Bonds redeemed by the Issuer pursuant to this Deed will be cancelled and will not be available for re-issue.

7. PAYMENTS AND TAXATION

Method of payment

7.1 All payments of principal and Interest in respect of the Bonds shall be made by the Issuer to the account of the person(s) registered as Bondholders at close of business on the Business Day falling 10 Business Days prior to the relevant payment date.

7.2 The Issuer shall make payments:

7.2.1 in the case of principal or Cash Interest, by bank transfer into the account held by the Bondholder with the Registrar; and

7.2.2 in the case of Club Credit Interest, by credit note (or such other means of providing credit as the Issuer may determine) issued by or on behalf of the Issuer to the address specified to the Registrar by the Bondholder.

IFISA and Withholding Tax

7.3 The Bonds shall be eligible to be held within an IFISA. All payments in respect of the Bonds held within an IFISA shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature.

7.4 All payments of Interest in respect of Bonds not held within an IFISA will be made subject to the prevailing withholding tax at the base standard rate of income tax applicable to the Bondholder, free and clear of any other taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed, unless such withholding or deduction is required by law. In that event, the Issuer shall make such further withholding or deduction and shall, where required, account to the relevant tax authority for such withholding or deduction. For the avoidance of doubt, in such circumstances, the Issuer shall not be required to increase or gross-up any payment of principal or Interest made hereunder.

Paying Agent

7.5 The Registrar shall be the Issuer's paying agent and its specified office is listed in this Deed. The Issuer reserves the right at any time to vary or terminate the appointment of the paying agent and appoint additional or other paying agents.

7.6 The Registrar will send by email (or otherwise make available by electronic means) to the Bondholders within 10 Business Days of each Interest Payment Date a certificate of deduction of tax (if applicable) in respect of the tax deducted or withheld from each payment made on such date.

8. DEFAULT EVENTS

8.1 Without prejudice to the provisions of Clause 6, all outstanding Bonds held by a Bondholder shall become immediately repayable, at the option of that Bondholder, at a purchase price in cash equal to 100% of the principal amount of the Bonds, together with all accrued and unpaid Interest to, but excluding, the date of redemption, on the happening of any of the following events (each a "Default Event"):

8.1.1 an order is made, or an effective resolution is passed for the winding-up or liquidation of the Issuer (otherwise than for the purposes of or in the course of a solvent re-organisation, reconstruction or amalgamation); or

8.1.2 an encumbrancer has taken possession of, or a receiver, administrative receiver, liquidator, judicial factor or other similar officer is appointed to take possession of, the whole or any material part of the property or undertaking of the Issuer and any such case is not discharged, withdrawn or removed within 14 days of possession being taken or an appointment being made provided that at all times during such period the Issuer is contesting such possession or appointment in good faith and diligently; or

8.1.3 any administration order or any administration application has been made in respect of the Issuer; or

8.1.4 any procedure or step analogous to the events set out in Clause 8.1.1 to 8.1.3 is taken in any jurisdiction; or

8.1.5 any failure by the Issuer to comply for 90 days with any agreement or obligation contained in this Deed, including, for the avoidance of doubt, the provisions of Clause 5 and any failure to make when due any payment hereunder of principal or Interest.

8.2 The Issuer will use reasonable endeavours to give notice to the Bondholders of the occurrence of any Default Event within ten Business Days upon becoming aware of the same. If any Bondholder waives in writing to the Registrar its right of repayment of the aggregate principal amount of Bonds due to it, the Bonds held by such Bondholder shall remain outstanding and not to be repaid by reason of that Default Event or any other event.

9. CERTIFICATES

9.1 Each Bond Certificate shall bear a denoting number and shall be issued in electronic form only to Bondholders in the form approved by the Issuer. Bondholders shall be entitled to receive, without charge, one electronic certificate each representing all Bonds registered in their names.

9.2 The Issuer will recognise the Bondholder entered in the Register as the absolute owner of the relevant Bonds. The Issuer is not bound to take notice or see to the execution of any trust whether express, implied or constructive to which any Bonds may be subject.

9.3 If any Bonds become legally due to be redeemed, the Bondholder shall, if requested by the Issuer, provide the Issuer and the Registrar with its up to date account details and, upon such delivery, the Issuer shall pay the relevant redemption amount to the Bondholder and the relevant Bond Certificate shall be cancelled.

9.4 If any of the Bonds are liable to be redeemed, and, following a request by the Issuer, the Bondholder fails to respond or provide up to date account details for redemption, then the Issuer may set aside the relevant amount due to the Bondholder, pay that amount into a separate interest-bearing bank account which shall be held by the Issuer in trust for the Bondholder (but without interest (save as may accrue in such account)) and such setting aside shall be deemed, for all purposes of this Deed, to be a payment to the Bondholder and the Issuer shall thereby be discharged from all obligations in connection with such Bonds. If the Issuer shall place such amount on deposit at a bank, the Issuer shall not be responsible for the safe custody of such amount or for any interest accruing on such amount in such account.

10. TRANSFER

10.1 The Bonds are transferable by instrument in writing in such form as the Issuer may approve subject to such restrictions as may be agreed between the Issuer and the Registrar and/or as set out in the terms and conditions agreed between Bondholders and the Registrar from time to time.

10.2 Bonds may be transferred in whole or in part in a Specified Denomination by lodging a transfer form (duly executed) with the Registrar.

10.3 Title to the Bonds will pass upon registration of transfers in the register of holders maintained by the Registrar. No transfer of a Bond will be valid unless and until entered on the Register.

10.4 The Issuer will (except as otherwise required by law) deem and treat the registered holder of any Bond as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes.

10.5 The Registrar may charge an administration fee to a seller of Bonds to administer Bond transfers as set out in the terms and conditions agreed between Bondholders and the Registrar from time to time.

10.6 In determining whether a particular person is entitled to a particular principal amount of Bonds as aforesaid, the Registrar may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

10.7 The Registrar will not record any transfers:

10.7.1 in the 10 Business Days prior to any Interest Payment Date;

10.7.2 in the 10 Business Days prior to the due date for any payment of principal, whether as a result of prepayment, redemption, maturity or otherwise.

10.8 In respect of any duly made application for the transfer of a Bond, the Issuer shall, or shall procure that the Registrar will, within seven Business Days, thereof, deliver a new Bond Certificate to the transferee and, where not all Bonds have been transferred by a Bondholder, deliver a Bond Certificate for the non-transferred balance to the transferor.

11. TRANSMISSION

11.1 Any person becoming entitled to Bonds as a result of the death or bankruptcy of a Bondholder or of any other event giving rise to the transmission of such Bonds by operation of law may, upon producing such evidence as shall be reasonably required by the Issuer, be registered in the Register as the Bondholder of such Bonds.

11.2 In the case of death of a registered holder of Bonds, the only persons recognised by the Issuer as having any title to such Bonds are the executors or administrators of a deceased sole registered holder of those Bonds or such other person or persons as the Board of Directors may reasonably determine and they will be entitled to the benefits provided under this Deed.

12. REGISTER OF BONDS

12.1 The Issuer will at all times keep at its Registered Address a register showing:

12.1.1 the principal amount of the Bonds held by the Bondholders;

12.1.2 the certificate number of each Bond issued;

12.1.3 the date of issue and details of all subsequent transmissions of ownership, redemptions and conversions; and

12.1.4 the name and address of the Bondholder(s).

12.2 Each Bondholder may at all reasonable times during office hours inspect his or her details entered in the Register and take copies of such details from the Register.

12.3 The Register may be closed by the Issuer for such periods and at such times as it thinks fit but not more than thirty (30) days in any calendar year.

12.4 Any change of name or address on the part of the Bondholder must be notified in writing to the Registrar (or as the Issuer may direct) and the Register will be altered accordingly.

13. WARRANTIES AND UNDERTAKINGS

13.1 The Issuer undertakes to each Bondholder that it will perform and observe the obligations imposed on the Issuer by this Deed.

13.2 The Issuer warrants to each Bondholder on the date of this Deed, and at all times while such Bondholder holds Bonds, that:

13.2.1 it has the power and authority to issue the Bonds and to exercise its rights and perform its obligations under the Bonds;

13.2.2 it has the power and authority to enter into this debt instrument creating the Bonds and to exercise its rights and perform its obligations under the Bonds;

13.2.3 it has taken all necessary corporate, shareholder and other action to authorise the execution, delivery and performance of the Bonds; and

13.2.4 it has been duly incorporated, constituted or amalgamated and is validly subsisting and is in good standing under the laws of the jurisdiction in which it is incorporated, constituted or amalgamated.

14. NOTICE

14.1 Any notice or other communication to be given under the Bonds must be in writing and will be served by delivering it personally or sending it by pre-paid post or by email (in the case of email, to the Bondholder only) to the address or email address, as applicable, for the attention of the party to be notified. Any notice will be deemed to have been received:

14.1.1 if delivered personally, at the time of delivery;

14.1.2 in the case of pre-paid post, 48 hours from the date of posting; or

14.1.3 in the case of email, on the Business Day following the day on which it was transmitted.

14.2 If deemed receipt occurs before 9am on a Business Day, the notice is deemed to have been received at 9am on that day and if deemed receipt occurs after 5pm, the notice is deemed to have been received at 9am on the next Business Day.

14.3 The addresses of the parties for the purposes of the Bonds are as set out in the Register from time to time, and in the case of email addresses, as advised by the Bondholder from time to time, or such other address or email address as may be notified in writing from time to time by the relevant party to the other party.

14.4 It is the Bondholder's responsibility to keep all personal details and addresses for notifications, including email addresses up to date with the Registrar.

15. THIRD-PARTY RIGHTS

No person shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Bonds.

16. PRESCRIPTION

Claims in respect of principal and interest will become void unless presentation for payment is made within a period of 10 years in the case of principal and five years in the case of interest from the relevant date for payment thereof.

17. GOVERNING LAW AND JURISDICTION

The Bonds, and any non-contractual obligations arising out of or in connection with the Bonds, are governed by and shall be construed in accordance with English law.

CONTACTS

ISSUER

QPR HOLDINGS LIMITED

Kiyan Prince Foundation Stadium, South Africa Road, London, United Kingdom, W12 7PJ

CLUB

QUEENS PARK RANGERS FOOTBALL & ATHLETIC CLUB, LIMITED, (THE)

Kiyan Prince Foundation Stadium, South Africa Road, London, United Kingdom, W12 7PJ

ARRANGER AND DISTRIBUTOR

TIFOSY LIMITED

2nd Floor, 16 Hanover Square, London W1S 1HT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