



Registration of a Charge

Company name: **ASTON VILLA FC LIMITED**

Company number: **02502822**



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Received for Electronic Filing: **14/02/2018**

Details of Charge

Date of creation: **02/02/2018**

Charge code: **0250 2822 0002**

Persons entitled: **MACQUARIE BANK LIMITED, LONDON BRANCH**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BIRD & BIRD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2502822

Charge code: 0250 2822 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2018 and created by ASTON VILLA FC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th February 2018 .

Given at Companies House, Cardiff on 16th February 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

**AGREEMENT ON ASSIGNMENT OF RECEIVABLES
FOR SECURITY PURPOSES OF THE ITA
CONCERNING MR. JORDAN AMAVI**

dated 2 February, 2018

between

MACQUARIE BANK LIMITED, LONDON BRANCH

Ropemaker Place, 28

Ropemaker St

London EC2Y 9HD

United Kingdom

(the "Assignee")

and

ASTON VILLA FC LIMITED

Villa Park

B6 6HE Birmingham

England

(the "Assignor")

(collectively, the "Parties")

RECITALS:

- (A) WHEREAS reference is made to an agreement dated August 10, 2017 (the "ITA"), made between OLYMPIQUE DE MARSEILLE SASP ("OM" or the "Debtor"), a company registered in France, whose registered office is at Centre d'Entraînement Robert-Louis Dreyfus, 33 Traverse de la Martine, 13012 Marseille, and the Assignor concerning namely the conditional transfer of the football player, Mr. Jordan AMAVI (the "Player"), to OM against payment of, *inter alia*, a fixed transfer fee (the "Transfer Fee") of € 8,000,000.00 (euros eight million) – net of deductions of any and all Solidary Contribution on the basis of the applicable FIFA Regulations on the Status and Transfer of Players (the "FIFA Regulations") - payable by OM to the Assignor in two instalments of EUR 4,000,000.00 (euros four million) each (i) on July 15, 2018 and (ii) on July 15, 2019;
- (B) WHEREAS reference is made to a facility letter (the "Facility Letter"), dated the same date hereof and signed by the Assignor and the Assignee, pursuant to which the latter granted to the former certain secured term loan facilities, including amongst others a secured term loan facility of up to €7,540,977.00 (euros seven million, five hundred and forty thousand, nine hundred and seventy seven) (the "Amavi Facility"), to be repaid in two instalments (including principal and interest) of EUR 4,000,000.00 (euros four million) each (i) on July 20, 2018 and (ii) on July 20, 2019;
- (C) WHEREAS, upon request of the Assignee, the Assignor is willing to secure part of its repayment obligation vis-à-vis the Assignee pursuant to the Facility Letter, *inter alia*, by way of the assignment as security to the Assignee of any and all Receivables payable to the Assignor under the ITA.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

1.1. In this Agreement:

"Agreement" shall mean this agreement (as amended from time to time, as the case may be) on the assignment of receivables for security purposes.

"Amavi Facility" shall have the meaning set forth in the Preamble.

"Assignee" shall have the meaning set forth in the first page of this Agreement.

"Assignor" shall have the meaning set forth in the first page of this Agreement.

"Bank Account" shall mean the following bank account:

Bank: Société Générale, Paris
SWIFT address: [REDACTED]
Account: [REDACTED]
Favour: Macquarie Bank Limited, Sydney
SWIFT address: [REDACTED]
Deposit Account: [REDACTED]
Account Name: Macquarie Bank Limited, Sydney

or any other bank account that the Assignee could, at its entire discretion, notify to the Debtor.

"Debtor" shall have the meaning set forth in the Preamble.

"Default" shall have the meaning given to that term in the Facility Letter.

"Event of Default" shall have the meaning given to that term in the Facility Letter.

"Facility Letter" shall have the meaning set forth in the Preamble.

"FIFA Regulations" shall have the meaning set forth in the Preamble.

"Finance Documents" shall have the meaning given to that term in the Facility Letter.

"ITA" shall have the meaning set forth in the Preamble.

"OM" shall have the meaning set forth in the Preamble.

"Notification Form" shall have the meaning set forth in Clause 3.1.

"Parties" shall have the meaning set forth in the Preamble.

"Receivables" shall mean any and all claims and receivables of the Assignor towards the Debtor, payable in relation to the Transfer Fee (and each instalment thereof), together with all ancillary and security rights attached thereto, including, for the avoidance of doubt, interest.

"Secured Obligations" means all present and future obligations and liabilities of the Assignor to the Assignee under the Finance Documents.

"Transfer Fee" shall have the meaning set forth in the Preamble.

1.2. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Facility Letter and/or the Finance Documents.

1.3. Furthermore:

- (i) a "person" includes its successors and assigns, and an "affiliate" includes a person under the same ownership or control, direct or indirect, of another person, whether or not wholly-owned;
- (ii) references to any agreement or document are references to that agreement or document as amended, varied, supplemented, substituted or novated from time to time, in accordance with its terms; and
- (iii) words importing the singular shall include the plural and vice versa.

2. ASSIGNMENT OF RECEIVABLES

2.1. For the sole purpose of providing security for the payment of all Secured Obligations, the Assignor hereby undertakes to assign and hereby assigns by way of security assignment (*cession de créances à titre de sûretés*) to the Assignee, and the Assignee hereby accepts and assumes from the Assignor, all its Receivables.

2.2. The Assignor:

- (i) shall notify the Debtor of the assignment of the Receivables in accordance with Clause 3.1; and
- (ii) undertakes to make any other declaration (including assignments or endorsements) or to do any other act necessary or useful to make the securities as herein agreed effective and to give the Assignee the full benefit thereof.

3. NOTIFICATION OF ASSIGNMENT AND COLLECTION BY THE ASSIGNEE

- 3.1. The assignment of the Receivables shall be notified to the Debtor by the Assignor immediately upon execution of this Agreement using the irrevocable notification form (the "Notification Form") substantially in the form set out in Schedule 1.
- 3.2. Notwithstanding Clause 3.1 of this Agreement, the Assignee may also make the notification itself, whenever it deems it appropriate.
- 3.3. The Assignor shall indemnify the Assignee for all costs, which the Assignee incurs in the management and collection of the Receivables.

4. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR, UNDERTAKINGS OF ASSIGNOR

- 4.1. The Assignor represents and warrants with the Assignee that:
- (i) this Agreement creates those security interests it purports to create;
 - (ii) on the date of delivery under this Agreement, the Assignor has full power, authority and legal right to transfer the Receivables pursuant to this Agreement;
 - (iii) the Receivables are free of any encumbrance other than the security interest created hereunder and pursuant to the Permitted Security and the Assignor has not assigned, transferred or otherwise disposed of the Receivables assigned hereunder;
 - (iv) there are no agreements or arrangements affecting the Receivables in any way which would or might encumber or otherwise prejudice the right of the Assignee or the Receivables;
 - (v) all information supplied by the Assignor with respect to the Receivables is accurate and complete in all material respects.

The representations and warranties contained in this Article 4.1 are deemed to be made by the Assignor by reference to the facts and circumstances then existing on the date of this Agreement.

- 4.2. The Assignor shall not, at any time during this Agreement, create or agree to create or permit to subsist any security interest over all or part of the Receivables (other than pursuant to the Finance Documents or the Permitted Security), or sell, transfer or otherwise dispose of the Receivables or any interest therein until this Agreement and the security interest created thereby have terminated and the Receivables are reassigned to the Assignor in accordance with Article 5 of this Agreement.
- 4.3. The Assignor shall at all times during this Agreement take all legal or other actions which are necessary to safeguard all of its or the Assignees' rights under or in respect of the Receivables.
- 4.4. The Assignor shall not (i) grant any extension or renewal of the time of payment of any Receivable, (ii) compromise or settle any dispute, claim or legal proceeding with respect to any Receivable, (iii) release, wholly or partially, any person liable for the payment thereof, or (iv) allow any credit or discount thereon other than pursuant to the Finance Documents and/or with the prior written consent of the Assignee.
- 4.5. The Assignor shall enter into and procure the perfection of such additional assignment agreements and execute such additional documents or instruments, as shall be reasonably required to (i) implement this Agreement and perfect the security interest contemplated hereby; (ii) protect and maintain any rights for the Assignee under this Agreement or the exercise of any rights of the Assignee under this Agreement; and/or (iii) facilitate foreclosure in the Receivables.
- 4.6. The undertakings of the Assignor in this Clause 4 remain in force until the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

5. STATUS OF THE ASSIGNMENT – REASSIGNMENT OF RECEIVABLES

- 5.1. This assignment constitutes a continuing security interest and shall only terminate upon (i) the discharge in full of all Secured Obligations pursuant to their respective terms, regardless of any intermediate payment or discharge, or (ii) the waiver by the Assignee of any and all rights hereunder.

- 5.2. Upon termination of the security interest under this Agreement and unless otherwise agreed between the Parties, the Assignee shall, at the cost of the Assignor, be obligated to reassign the Receivables to the Assignor. The Assignee shall not be deemed to have made nor shall be obligated to make any representation or warranty with respect to any of the Receivables so reassigned.
- 5.3. A partial discharge of the Secured Obligations does not entitle the Assignor to request a partial reassignment of the Receivables.
- 5.4. This assignment for security purposes shall be independent of any other security interest now or subsequently granted to the Assignee for any of the Secured Obligations.
- 5.5. The security interest constituted by this Agreement shall not be affected in any way by any variation, amendment, restatement, novation, transfer (including by way of novation) extension, compromise or release of any or all of the Secured Obligations or of any security from time to time therefore.

6. ENFORCEMENT AND FORECLOSURE

- 6.1. Upon the occurrence of a Default or Event of Default and at any time during the continuance thereof, the Assignee shall have the right, but not the obligation to enforce the security interest in the Receivables and to foreclose in the Receivables.
- 6.2. The realization of the Receivables shall take place outside debt enforcement procedures and the Assignee shall in particular be entitled to collect and liquidate all Receivables and allocate any balance to the Secured Obligations or to sell any of the Receivables by private sale to a third party. Further, the Assignee may commence other enforcement proceedings against the Assignor in front of any court of competent jurisdiction, by way of special or general enforcement. In foreclosing in the Receivables as described above, the Assignee enjoys full discretion as to the manner, time and place at which such execution is to take place.
- 6.3. The Assignor waives any right of requesting that the Receivables be realized before foreclosure in any of its other assets or before exercise of any other security, which may have been granted to the Assignee for the Secured Obligations.

- 6.4. No failure on the part of the Assignee to exercise, or any delay on its part in exercising, any of its rights under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of a right under this Agreement preclude any further or other exercise of that or any other such right.

7. ASSIGNMENT AND TRANSFERS

Clause 19 of the Facility Letter shall apply mutatis mutandis to this Agreement.

8. SEVERABILITY

In the event that one or several terms or provisions of this Agreement shall be or become invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of any other terms and provisions in any way. In such case the parties shall replace the invalid or unenforceable term or provision by such valid and enforceable terms or provisions the contents of which shall reflect as closely as possible the commercial and legal purpose and intent of the provisions or terms replaced.

9. NOTICES

Any notices or other communication to be made under or in connection with this Agreement shall be made in accordance with the provisions of the Facility Letter.

10. AMENDMENT OF THE AGREEMENT

Any amendment of this Agreement including this Article 10 shall only be valid if in writing and signed by all parties hereto.

11. BENEFIT OF AGREEMENT

This Agreement shall be binding upon and inure to the benefit of each party hereto and its or any subsequent successors, transferees and permitted assigns and any such transfer shall, as of its effective date and subject to Article 7, constitute a valid transfer and assignment of all rights and obligations of the transferring party to such successor, transferee or permitted assigns.

Place / Date: *Birmingham*
2 February 2018
ASTON VILLA FC LIMITED

Kw X



Schedule 1: Notification Form

12. COSTS AND EXPENSES

Any costs and expenses (including legal fees) arising out of or in connection with the amendment and enforcement of, or any performance under, this Agreement shall be borne by the Assignor.

13. ENTIRE AGREEMENT

This Agreement and the documents referred to therein constitute the entire agreements between the Parties relating to the creation of the security contemplated herein. The provisions in this Agreement supersede with regard to the subject matter hereof all previous agreements between the parties relating to the creation of the security contemplated herein.

14. GOVERNING LAW AND JURISDICTION

- 14.1. This Agreement shall in all respects be governed by and construed in accordance with the laws of Switzerland (without regard to conflict law rules).
- 14.2. All disputes arising out of or in connection with this Agreement shall be submitted to the jurisdiction of the ordinary courts of the Canton of Geneva, the venue being Geneva. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Assignee to bring any legal action or proceedings with respect to this Agreement in any other competent jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement in two originals.

Place / Date:

MACQUARIE BANK LIMITED, LONDON
BRANCH

Schedule 1 – NOTIFICATION FORM
[ON AVFC HEADED PAPER]

Olympique de Marseille SASP
Centre d'Entrainement Robert Louis-Dreyfus
33 Traverse de la Martine
FR-13012
Marseille

..... 2018

Dear Sirs

Loan agreement concerning Carlos Sanchez Moreno dated 10 August 2017
(the "Loan Agreement")

We refer to the Loan Agreement entered into between our Clubs and to Rules 48 and 49 of the Rules of the English Football League (the "**EFL Rules**").

We, Aston Villa FC Limited ("**AVFC**"), hereby give notice that pursuant to a Swiss law assignment for security purposes dated on or around the date of this letter (the "**Assignment Agreement**"), and in accordance with Rule 48.1.10 of the EFL Rules, we have assigned to Macquarie Bank Limited, London Branch ("**Macquarie**") any and all our rights to the receivables of:

- A. €4,000,000 payable by your club on 15 July 2018; and
- B. €4,000,000 payable by your club on 15 July 2019,

each such amount being a "**Receivable**" and together being the "**Receivables**", noting that pursuant to the terms of the Loan Agreement no amounts in respect of solidarity contributions shall be deducted from the amount of the Receivables.

We confirm that:

- A. your rights as against AVFC under the Loan Agreement will not be affected by this assignment; and
- B. the Contingent Fees laid down in Article 26 and 27 of the Loan Agreement are not concerned by the Assignment Agreement, and these remain payable, if applicable, to AVFC directly.

We confirm that Macquarie has transferred all monies to us and the English Football League has waived the requirement to comply with Rule 49.5.1 of the EFL Rules.

Therefore, we hereby give irrevocable notice to you that, contrary to the provisions of the Loan Agreement and in accordance with Rule 49.5.2 of the EFL Rules, payment of each Receivable (whenever paid and, notwithstanding any provision of the Loan Agreement, whether or not any invoice is presented by AVFC in respect of any such

amount) should be made to the account details of which are set out below or to any other bank account that Macquarie should notify you from time to time and not to any account detailed in the Loan Agreement or any invoice received from our club in connection with the Loan Agreement, or to any other account nominated by us:

Bank: Societe Generale, Paris
SWIFT address: [REDACTED]
Account: [REDACTED]
Favour: Macquarie Bank Limited, Sydney
SWIFT address: [REDACTED]
Deposit Account: [REDACTED]
Account Name: Macquarie Bank Limited, Sydney

(the "Account").

We would be grateful if you would acknowledge and agree the above position by signing this letter in the section below.

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Switzerland.

Yours faithfully

For and on behalf of

ASTON VILLA FC LIMITED

Cc: Macquarie Bank Limited, London Branch

...

Form of acknowledgement and agreement

To: Aston Villa FC Limited ("AVFC") and Macquarie Bank Limited, London Branch ("Macquarie")

For the benefit of AVFC and Macquarie, we hereby:

- a) acknowledge and agree to the terms of the above letter;
- b) confirm that we consent to and acknowledge the assignment for security purposes of the Receivables by AVFC to Macquarie;
- c) agree to pay the Receivables to the Account and not to any other account without the prior written consent of Macquarie;

- d) confirm that we acknowledge the irrevocable instruction that Macquarie shall, on behalf of AVFC, make any demand for payment to us related to the Receivables (or any one of them) under the terms of the Loan Agreement;
- e) confirm that no amounts in respect of solidarity contributions, VAT or otherwise shall be deducted from the amount of any of the Receivables (or any one of them); and
- f) confirm that we have not claimed or exercised and have no outstanding right to claim or exercise, and will not claim or exercise, any security interest, right of set-off, counter-claim or other right relating to the Receivables (or any one of them).

Yours faithfully

**For and on behalf of
OLYMPIQUE DE MARSEILLE SASP**

Date:

