



Registration of a Charge

Company name: **City Football Group Limited**

Company number: **08355862**

Received for Electronic Filing: **07/09/2017**



X6EGF83F

Details of Charge

Date of creation: **31/08/2017**

Charge code: **0835 5862 0001**

Persons entitled: **CITIBANK, N.A., LONDON BRANCH, AS LENDER**

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: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8355862

Charge code: 0835 5862 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st August 2017 and created by City Football Group Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th September 2017 .

Given at Companies House, Cardiff on 7th September 2017

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

DATED 31 August 2017

CITY FOOTBALL GROUP LIMITED
IN FAVOUR OF
CITIBANK, N.A., LONDON BRANCH
AS THE LENDER

SECURITY OVER CASH AGREEMENT

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THIS AGREEMENT is made by way of deed on 31 August 2017

BY

- (1) **CITY FOOTBALL GROUP LIMITED** registered in England and Wales with company registration number 08355862 (the "**Borrower**") in favour of
- (2) **CITIBANK, N.A., LONDON BRANCH** (the "**Lender**").

RECITALS:

- (A) Further to a facility agreement dated 31 August 2017 between City Football Group Limited as the borrower and Citibank, N.A., London Branch as the lender (the "**Facility Agreement**").
- (B) Further to a minimum maturity time deposit agreement dated 27 February 2017 between the City Football Group Limited as the customer and Citibank, N.A., London Branch as the bank (the "**Minimum Maturity Time Deposit Agreement**").

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement:

"**Account**" means each of the accounts described in Schedule 1 (*Accounts*) (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby.

"**Administration Event**" means:

- (a) the presentation of an application to the court for the making of an administration order in relation to the Borrower; or
- (b) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an administrator of the Borrower or the filing of such a notice with the court,

provided that the above shall not apply to an application, notice or filing by a person other than the Borrower or its affiliate which is (i) vexatious and (ii) in the case of an application or filing, dismissed within 10 Business Days.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"**Collateral Rights**" means all rights, powers and remedies of the Lender provided by or pursuant to this Agreement or by law.

"Event of Default" means:

- (a) any non-payment by the Borrower on the specified due date of any amount payable pursuant to a Finance Document;
- (b) failure by the Borrower to comply with any provision of the Finance Documents (other than those referred to in paragraph (a) of this definition of "Event of Default"). No Event of Default under this paragraph (b) will occur if the failure to comply with such provision is capable of remedy and is remedied within 10 Business Days of the earlier of (i) the Lender giving notice to the Borrower and (ii) the Borrower becoming aware of the failure to comply;
- (c) any representation or statement made or deemed to be made by the Borrower in the Finance Documents or any other document delivered by or on behalf of the Borrower under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made; and
- (d) an event or circumstance where the Borrower:
 - (i) is unable or admits inability to pay its debts as they fall due;
 - (ii) suspends making payments on any of its debts; or
 - (iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Lender) with a view to rescheduling any of its indebtedness.

"Finance Document" means the Facility Agreement, this Agreement, the Minimum Maturity Time Deposit Agreement and any other document designated as such by the Borrower and the Lender.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver and that term will include any appointee made under a joint or several appointment.

"Secured Obligations" means all present and future obligations and liabilities at any time due, owing or incurred by the Borrower to the Lender under or pursuant to the Facility Agreement, whether actual or contingent, whether originally incurred by the Borrower or by any other person and whether incurred solely or jointly and as principal or surety or in any other capacity, including any liability in respect of any further advances made under the Facility Agreement, except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful, prohibited or invalid by or under any applicable law.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Period" means the period beginning on the date of this Agreement and ending on the date on which the Lender is satisfied that the Secured Obligations have

been irrevocably and unconditionally paid or discharged in full and the Lender is under no further actual or contingent obligation to make advances or provide other financial accommodation to the Borrower.

1.2 Terms defined in the Facility Agreement

Unless defined in this Agreement or the context otherwise requires, a term defined in the Facility Agreement has the same meaning in this Agreement or any notice given under or in connection with this Agreement.

1.3 Construction

In this Agreement:

- (a) any reference to the "**Lender**" or the "**Borrower**" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests;
- (b) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- (c) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation);
- (d) a provision of law is a reference to that provision as amended or re-enacted;
- (e) a time of day is a reference to London time;
- (f) any reference to "**including**" and "**include**" shall mean including and include "without limitation" and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms; and
- (g) references in this Agreement to any Clause or Schedule shall be to a Clause or Schedule contained in this Agreement.

1.4 Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

1.5 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Agreement or the Facility Agreement, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

1.6 Present and future assets

- (a) A reference in this Agreement to any Account or other asset includes, unless the contrary intention appears, present and future Account(s) and other assets.
- (b) The absence of or incomplete details of any Account shall not affect the validity or enforceability of any Security under this Agreement.

2. COVENANT TO PAY

2.1 Covenant to pay

The Borrower covenants with the Lender that it shall, on demand of the Lender pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

2.2 Default interest

If the Borrower fails to pay any amount payable by it under this Agreement on its due date, interest shall accrue on the overdue amount (both before and after judgment) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with, and on the terms set out in, clause 8 (*Interest Computation*) of the Facility Agreement.

3. CHARGE

3.1 Charge

The Borrower charges in favour of the Lender, with full title guarantee and by way of first fixed charge, all of its rights, claims, title and interest from time to time in and to each Account and all proceeds in respect thereof as continuing Security for the payment and discharge of all the Secured Obligations.

3.2 Floating charge

The Lender and the Borrower acknowledge that the Borrower has granted a fixed charge pursuant to Clause 3.1 (*Charge*). Notwithstanding this, at any time during the Security Period, the Lender may permit such fixed charge to take effect as a floating charge, at which time, the Lender will notify the Borrower accordingly and the provisions in Clause 3.3 (*Crystallisation: by notice*) and Clause 3.4 (*Crystallisation: automatic*) will apply.

3.3 Crystallisation: by notice

The Lender may at any time by notice in writing to the Borrower convert (i) any charge created pursuant to Clause 3.1 (*Charge*) which takes effect, or is recharacterised as, a floating charge or (ii) any floating charge effected pursuant to Clause 3.2 (*Floating charge*), with immediate effect into a fixed charge if:

- (a) an Event of Default has occurred;

- (b) the Lender considers that an Account or any credit balance on that Account may be in jeopardy or in danger of being seized pursuant to any form of legal process;
- (c) the Lender considers that it is desirable in order to protect the priority of the security; or
- (d) the Borrower requests the Lender to exercise any of its powers under this Agreement.

3.4 **Crystallisation: automatic**

Notwithstanding Clause 3.3 (*Crystallisation: by notice*) and without prejudice to any law which may have a similar effect, (i) any charge created pursuant to Clause 3.1 (*Charge*) which takes effect, or is recharacterised as a floating charge, or (ii) any floating charge effected pursuant to Clause 3.2 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed security interest if:

- (a) the Borrower creates or attempts to create any Security (other than any Security permitted under the terms of any Finance Document) over an Account;
- (b) any person levies or attempts to levy any distress, execution or other process against an Account;
- (c) an Administration Event occurs;
- (d) a Receiver is appointed over all or any part of an Account;
- (e) a meeting is convened for the passing of a resolution for the voluntary winding-up of the Borrower;
- (f) a petition is presented for the compulsory winding-up of the Borrower;
- (g) a provisional liquidator is appointed to the Borrower; or
- (h) a resolution is passed or an order is made for the dissolution or reorganisation of the Borrower.

4. **PROVISIONS AS TO SECURITY AND PERFECTION**

4.1 **Negative pledge and restriction on dealings**

Except as permitted under the Finance Documents, the Borrower shall not at any time during the Security Period create or permit to subsist any Security over, or otherwise deal in any way with, an Account or any part of it.

4.2 **Implied covenants for title**

- (a) The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3 (*Charge*).

- (b) It shall be implied in respect of Clause 3 (*Charge*) that the Borrower is disposing of the Accounts free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4.3 **Notice of Charge**

The execution of this Agreement by the Borrower and Lender shall constitute notice to the Lender of the charge created over each Account.

4.4 **Further advances**

Subject to the terms of the Facility Agreement the Lender is under an obligation to make further advances to the Borrower and that obligation shall be deemed to be incorporated into this Agreement as if set out in this Agreement.

5. **ACCOUNTS**

5.1 **Terms of Account**

Except with the Lender's prior written consent and subject to Clause 5.2, each Account shall be maintained on the terms that any credit balance from time to time on that Account shall mature on the earlier of:

- (a) the first time at which (i) there are no remaining Secured Obligations and (ii) the Lender is not under any obligation or liability (actual or contingent) to make advances or provide other financial accommodation under or pursuant to the terms of the Facility Agreement which, if made or provided, would give rise to any Secured Obligations;
- (b) close of business in London on the date on which any of the Secured Obligations shall have become due and payable and shall not have been paid upon becoming so due and payable; and
- (c) the time determined under the Minimum Maturity Time Deposit Agreement,

so that, at such time as any such credit balance shall mature (or at any time thereafter), the Lender may exercise in relation to that credit balance any rights of set-off, combination or consolidation to which the Lender may be entitled under this Agreement or at law.

5.2 **Partial maturity**

If on any day any of the Secured Obligations become due and payable and have not been paid by close of business in London on the same day, then only so much of the credit balances from time to time on any Accounts shall mature as equals the amount of the Secured Obligations which became due and payable and had not been paid by close of business on that day.

5.3 Interest on Account

Interest shall accrue on each Account at such rates and be payable on such dates and in such manner as may be agreed between the parties from time to time or in accordance with the Minimum Maturity Time Deposit Agreement. Any agreement that all or any part of an Account is to be held on fixed time deposit shall be for the purpose of calculation and payment of interest only and shall not prejudice the Lender's rights or obligations under any part of this Agreement or prevent or delay the Lender from exercising any of those rights.

5.4 Restrictions on Account

The Borrower shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except:

- (a) with the prior written consent of the Lender; or
- (b) **provided that** no event is continuing that would, in the absence of the proviso to the definition of Administration Event, constitute an Administration Event:
 - (i) as permitted pursuant to the terms of the Facility Agreement; or
 - (ii) as permitted pursuant to the terms of the Minimum Maturity Time Deposit Agreement.

6. SET-OFF

After the Security created by or pursuant to this Agreement has become enforceable in accordance with Clause 8 (*Enforcement of Security*), the Lender may (but the Lender shall not be obliged to exercise such right), set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Lender to the Borrower and apply any credit balance to which the Borrower is entitled on any account with the Lender in accordance with Clause 10 (*Application of Proceeds*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

7. BORROWER'S REPRESENTATIONS

7.1 Representations

The Borrower makes the representations and warranties set out this Clause 7.1 to the Lender on the date of this Agreement.

(a) ***Security***

No Security exists over any Account other than the Security created pursuant to this Agreement.

(b) ***Ranking***

The Security created by this Agreement has or will have first ranking priority and it is not subject to any prior ranking or *pari passu* Security.

(c) ***Transaction Security***

This Agreement validly creates the Security which is expressed to be created pursuant to Clause 3 (*Charge*) and evidences the Security it is expressed to evidence.

(d) ***Ownership of Accounts***

(i) It is the absolute legal and beneficial owner of each Account and has not sold or disposed of or granted any interest in or rights in respect of any of its right, title and interest, in each Account (other than as permitted under the Facility Agreement).

(ii) No Account is subject to any options, rights, restrictions or other interest which would operate in any way to restrict the disposal by the Lender of any credit balance on an Account after the Security created by or pursuant to this Agreement has become enforceable.

(e) ***Repetition***

The representations set out in paragraphs (a) (*Status*) to (d) (*Ownership of Accounts*) of this Clause are deemed to be made by the Borrower (by reference to the facts and circumstances then existing) on the date of each utilisation and the first day of each interest period.

7.2 Undertaking

The Borrower will not permit any mortgage, charge, pledge, lien, right of set-off, assignment by way of security, retention of title or any security interest whatsoever, howsoever created or arising, in favour of any person (other than in favour of the Lender) to subsist with respect to the Accounts.

8. ENFORCEMENT OF SECURITY**8.1 Enforcement**

Any time after the occurrence of:

- (a) an Event of Default;
- (b) an Administration Event;
- (c) any event or the receipt by the Lender of any information or the coming to the attention of the Lender of any other matter or thing whatsoever which causes the Lender to believe that all or any part of an Account and/or any credit balance on such Account is in danger of seizure, distress or other legal process or that all or any part of the Security created by or pursuant to this Agreement is otherwise for any reason whatsoever in jeopardy; or
- (d) a request from the Borrower to the Lender that it exercise any of its powers under this Agreement,

the Security created by or pursuant to this Agreement is immediately enforceable and the Lender may, without notice to the Borrower or prior authorisation from any court, in its absolute discretion:

- (i) secure and perfect its title to each Account (including transferring the same into the name of the Lender or its nominee(s)) or otherwise exercise in relation to each Account all the rights of an absolute owner;
- (ii) enforce all or any part of that Security, at the times, in the manner and on the terms it thinks fit, and take possession of and hold, dispose of, apply or transfer all or any part of the credit balance on an Account (and any assets of the Borrower which, when got in, would be part of the credit balance on an Account), at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration); and
- (iii) exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Agreement) on mortgagees or otherwise conferred by law on mortgagees.

8.2 Effect of moratorium

The Lender shall not be entitled to exercise its rights under Clause 8.1 (*Enforcement*) or Clause 3.3 (*Crystallisation: by notice*) where such a right arises solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

9. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

9.1 Extension of power of sale

The power of sale or other disposal conferred on the Lender and on any Receiver by this Agreement shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Agreement.

9.2 Restrictions

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Agreement or to the exercise by the Lender of its right to consolidate all or any of the Security created by or pursuant to this Agreement with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Lender without notice to the Borrower on or at any time after the Security created by or pursuant to this Agreement has become enforceable in accordance with Clause 8 (*Enforcement of Security*).

9.3 Right of appropriation

After the Security created by or pursuant to this Agreement has become enforceable in accordance with Clause 8 (*Enforcement of Security*), to the extent that the

provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended, (the "**Regulations**") apply to any Account, the Lender shall have the right to appropriate all or any part of the credit balance on that Account in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Borrower. For this purpose, the parties agree that the value of that Account shall be the amount of the credit balance on it, together with any accrued but unposted interest that is paid in relation to the Account, at the time the right of appropriation is exercised. The parties further agree that the method of valuation provided for in this Agreement shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

9.4 **Statutory powers**

The powers conferred by this Agreement on the Lender are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law (as extended by this Agreement) and such powers shall remain exercisable from time to time by the Lender in respect of any Account. In the case of any conflict between the statutory powers contained in any such Acts and those conferred by this Agreement, the terms of this Agreement shall prevail.

10. **APPLICATION OF PROCEEDS**

All monies received or recovered and any non-cash recoveries made or received by the Lender pursuant to this Agreement or the powers conferred by it shall (subject to the claims of any person having prior rights thereto) be applied by the Lender (notwithstanding any purported appropriation by the Borrower) against the Secured Obligations as the Lender sees fit.

11. **PROTECTION OF PURCHASERS**

11.1 **Consideration**

The receipt of the Lender shall be a conclusive discharge to a purchaser and, in making any sale or disposal of any credit balance on an Account, the Lender may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit.

11.2 **Protection of purchasers**

No purchaser or other person dealing with the Lender shall be bound to inquire whether the right of the Lender to exercise any of its powers has arisen or become exercisable or be concerned to inquire whether that power has been properly or regularly exercised by the Lender in such dealings.

12. **EFFECTIVENESS OF SECURITY**

12.1 **Continuing security**

- (a) The Security created by or pursuant to this Agreement shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Lender in writing.

- (b) No part of the Security from time to time intended to be created by this Agreement will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

12.2 Cumulative rights

The Security created by or pursuant to this Agreement, and the Collateral Rights, shall be cumulative, in addition to and independent of every other Security which the Lender may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent Security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Lender over the whole or any part of an Account shall merge into the Security created by this Agreement.

12.3 No prejudice

The Security created by or pursuant to this Agreement, and the Collateral Rights, shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Borrower or any other person, or the Lender or by any other thing which might otherwise prejudice that Security or any Collateral Right.

12.4 Remedies and waivers

No failure on the part of the Lender to exercise, nor any delay on its part in exercising, any Collateral Right, shall operate as a waiver of that Collateral Right or constitute an election to affirm this Agreement. No election to affirm this Agreement on the part of the Lender shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right.

12.5 No liability

Neither the Lender nor its nominee(s) shall be liable:

- (a) to account as a mortgagee or mortgagee in possession; or
- (b) for any loss arising by reason of taking any action permitted by this Agreement or any neglect or default in connection with an Account or taking possession of or realising all or any part of an Account,

except in the case of gross negligence or wilful default upon its part.

12.6 Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the

Security intended to be created by or pursuant to this Agreement is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

12.7 **Borrower intent**

The Borrower expressly confirms that it intends that the Security created under this Agreement, and the Collateral Rights, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or the Facility Agreement and/or any facility or amount made available under the Facility Agreement for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

12.8 **Immediate recourse**

The Borrower waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from the Borrower under this Agreement or enforcing the Security created by this Agreement. This waiver applies irrespective of any law or any provision of this Agreement to the contrary.

12.9 **Additional Security**

The Security created by the Borrower under this Agreement and the Collateral Rights are in addition to and are not in any way prejudiced by any other guarantee or Security now or subsequently held by the Lender.

13. **PRIOR SECURITY INTERESTS**

13.1 **Redemption or transfer**

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any Account or in case of exercise by the Lender of any power of sale or right of appropriation or application under any Finance Document, the Lender may redeem such prior Security or procure the transfer thereof to itself.

13.2 **Accounts**

The Lender may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on the Borrower.

13.3 **Costs of redemption or transfer**

All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Borrower to the Lender on demand together

with accrued interest thereon calculated in accordance with Clause 2.2 (*Default interest*).

14. **SUBSEQUENT SECURITY INTERESTS**

If the Lender at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all or any part of an Account which is prohibited by the terms of this Agreement, all payments thereafter by or on behalf of the Borrower to the Lender will (in the absence of any express contrary appropriation by the Borrower) be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

15. **SUSPENSE ACCOUNTS**

All monies received, recovered or realised by the Lender under this Agreement (including the proceeds of any conversion of currency) may in the discretion of the Lender be credited to any interest bearing suspense or impersonal account(s) maintained with any bank, building society, financial institution or other person which the Lender considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Lender's discretion, in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

16. **RELEASE OF SECURITY**

16.1 **Release of Security**

Upon the expiry of the Security Period, the Lender shall, at the request and cost of the Borrower, release and cancel the Security constituted by this Agreement subject to Clause 16.2 (*Clawback*) and without recourse to, or any representation or warranty by, the Lender or any of its nominees.

16.2 **Clawback**

If the Lender considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Borrower under this Agreement and the Security created by this Agreement will continue and such amount will not be considered to have been irrevocably paid or credited.

17. **ASSIGNMENT**

17.1 **No assignments or transfers by Borrower**

The Borrower may not assign any of its rights or transfer any of its rights or obligations under this Agreement.

17.2 Assignments by the Lender

The Lender may assign all or any of its rights under this Agreement. The Lender shall be entitled to disclose such information concerning the Borrower and this Agreement as the Lender considers appropriate to any actual or proposed direct or indirect assignee or to any person to whom information may be required to be disclosed by any applicable law.

17.3 Successors

This Agreement shall remain in effect despite any amalgamation or merger (however effected) relating to the Lender. References to the Lender shall include (i) any transferee, assignee or successor in title of the Lender, (ii) any entity into which the Lender is merged or converted or with which it may be consolidated, (iii) any legal entity resulting from any merger, conversion or consolidation to which such Lender is a party and (iv) any other person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Lender under this Agreement or to which, under such laws, those rights and obligations have been transferred (such person described in (i) to (iv) being a successor to the Lender for all purposes under the Facility Agreement).

18. NOTICES

18.1 Communications in writing

Each communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, shall be made by fax, electronic mail or letter.

18.2 Addresses

The address, electronic mail address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Agreement is:

- (a) in the case of the Borrower,
 - City Football Group Limited
 - Etihad Campus North Gate
 - Academy Stadium
 - 400 Ashton New Rd
 - Manchester
 - M11 4TQ
 - Attn: Simon Cliff

Email: simon.cliff@cityfootball.com;

- (b) in the case of the Lender:

Corporate and Investment Banking team

Citibank, N.A., London Branch,

Citigroup Center, Canada Square

Canary Wharf

London, E14 5LB

Attn: Maulik Mashkaria

Email: maulik.mashkaria@citi.com,

or any substitute address, electronic mail address, fax number, or department or officer as that party may notify the other party in writing by not less than five days' notice.

18.3 **Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:
- (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or five days after being deposited in the post, postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 18.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified above (or any substitute department or officer as the Lender shall specify for this purpose).

18.4 **Electronic communication**

- (a) Any such electronic communication may only be made in that way to the extent that the Borrower and the Lender agree that, unless and until notified to the contrary, this is to be an accepted form of communication.
- (b) Any such electronic communication will be effective only when actually received (or made available) in readable form and in the case of any electronic

communication made by the Borrower to the Lender only if it is addressed in such manner as the Lender shall specify for this purpose.

- (c) Any electronic communication which becomes effective, in accordance with paragraph (b) above, after 5:00 p.m. in the place in which the addressee of the relevant communication has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.

Any reference in this Agreement to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 18.4.

19. EXPENSES, STAMP TAXES, INDEMNITY

19.1 Expenses

The Borrower shall, from time to time on demand of the Lender, reimburse the Lender for all the costs and expenses (including legal fees) on a full indemnity basis together with any VAT thereon incurred by it in connection with:

- (a) the negotiation, preparation and execution of this Agreement and the completion of the transactions and perfection of the Security contemplated in this Agreement; and
- (b) the exercise, preservation and/or enforcement of any of the Collateral Rights or the Security contemplated by this Agreement or any proceedings instituted by or against the Lender as a consequence of taking or holding the Security or of enforcing the Collateral Rights,

and shall carry interest from the date of such demand until so reimbursed in accordance with Clause 2.2 (*Default interest*).

19.2 Stamp taxes

The Borrower shall pay to the Lender any cost, loss or liability that the Lender suffers in relation to all stamp duty, registration and other similar taxes payable in respect of this Agreement.

19.3 Indemnity

The Borrower shall, notwithstanding any release or discharge of all or any part of the Security created by or pursuant to this Agreement, indemnify the Lender and its agents and attorneys against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Borrower of the provisions of this Agreement, the exercise or purported exercise of any of the rights and powers conferred on them by this Agreement or otherwise relating to any Account.

19.4 Payments free of deduction

All payments to be made by the Borrower hereunder shall be made free and clear of and without deduction for or on account of any tax unless the Borrower is required by

law to make any deduction or withholding on account of any tax in which case, the sum due from the Borrower in respect of such payment shall be increased to the extent necessary to ensure that, after making such deduction or withholding, the Lender receives a net sum equal to the sum which the Lender would have received had no deduction or withholding been made.

20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

21. DELEGATION

The Lender shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Agreement (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Lender itself.

22. CALCULATIONS AND CERTIFICATES

22.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Agreement, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

22.2 Certificates and determinations

Any certification or determination by the Lender of a rate or amount under this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

23. GOVERNING LAW

This Agreement and all non-contractual obligations arising out of or in connection with it are governed by English law.

24. ENFORCEMENT

24.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Agreement) (a "**Dispute**").
- (b) The Borrower agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly it will not argue to the contrary.

- (c) Notwithstanding paragraph (a) of this Clause 24.1 (*Jurisdiction*), the Lender may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

THIS AGREEMENT has been signed by the Lender and executed as a deed by the Borrower and is delivered by it as a deed on the date stated at the beginning of this Agreement.

**SCHEDULE 1
ACCOUNTS**

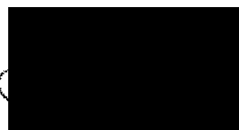
Chargor	Account Bank	Sort Code	Account Number	BIC
The Borrower	The Lender	██████	██████	██████
The Borrower	The Lender	██████	██████	██████

EXECUTION PAGE

The Borrower

EXECUTED AS A DEED
by CITY FOOTBALL GROUP LIMITED

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.....

Signature of director

Simon Pearce

Name of director

in the presence of



Signature of witness

Becca Labib

Name of witness

Binsent Masons LLP

Address of witness

3 Hoxman Street

M3 3AU

The Lender

For and on behalf of
Citibank, N.A., London Branch

By:

Name:

Title:

EXECUTION PAGE

The Borrower

EXECUTED AS A DEED)
by CITY FOOTBALL GROUP LIMITED)
)

..... Signature of director

..... Name of director

in the presence of


..... Signature of witness

..... Name of witness

..... Address of witness

The Lender

For and on behalf of
Citibank, N.A., London Branch

By: 

Name:..... **NILANTHI GAJRAJ**

Title:..... **VICE PRESIDENT**