



Registration of a Charge

Company name: **WATFORD ASSOCIATION FOOTBALL CLUB LIMITED(THE)**
Company number: **00104194**



X7GLJO1L

Received for Electronic Filing: **15/10/2018**

Details of Charge

Date of creation: **03/10/2018**
Charge code: **0010 4194 0038**
Persons entitled: **SANTANDER UK PLC**
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: 104194

Charge code: 0010 4194 0038

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 2018 and created by WATFORD ASSOCIATION FOOTBALL CLUB LIMITED(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th October 2018 .

Given at Companies House, Cardiff on 17th October 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**

DATED

3rd October

2018

THE WATFORD ASSOCIATION FOOTBALL CLUB LIMITED

and

SANTANDER UK PLC

**SECURITY ASSIGNMENT OF
CERTAIN RECEIVABLES**

I HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL OF WHICH
IT PURPORTS TO BE A COPY

THIS 11th DAY OF October 2018

Bird & Bird LLP
12 New Fetter Lane
London EC4A 1JP

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THIS DEED dated 21 October 2018 is made between:

PARTIES

- (1) **THE WATFORD ASSOCIATION FOOTBALL CLUB LIMITED** incorporated and registered in England and Wales with company number 00104194 whose registered office is at Vicarage Road Stadium, Vicarage Road, Watford, Hertfordshire, WD18 0ER (the "**Borrower**"); and
- (2) **SANTANDER UK PLC**, a company registered in England and Wales with company number 02294747 whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the "**Lender**").

RECITALS

- (A) The Lender has agreed, pursuant to the Facility Agreement, to provide the Borrower with a loan facility on a secured basis.
- (B) Under this deed, the Borrower provides security to the Lender for the loan facility made available under the Facility Agreement.

WHEREBY IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Facility Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

"2019 Promissory Note" means the promissory note from Everton to the Borrower pursuant to which Everton promises to pay £15,000,000 on 30 July 2019;

"2020 Promissory Note" means the promissory note from Everton to the Borrower pursuant to which Everton promises to pay £10,000,000 on 30 July 2020;

"Delegate" means any person appointed by the Lender or any Receiver pursuant to clause 12, and any person appointed as attorney of the Lender, Receiver or Delegate;

"Everton" means The Everton Football Club Company Limited, a company registered in England and Wales with company number 00036624 whose registered office is at Goodison Park, Goodison Road, Liverpool, L4 4EL;

"Facility Agreement" means the facility agreement dated on or around the date of this deed as entered into between the Borrower and the Lender;

"FCR Monies" means all monies due or owing to or which may be due or owing by the Premier League to the Borrower as a Football Creditor of Everton in respect of, or in connection with, the Receivables and/or the Promissory Notes or any one of them;

"Football Creditors" means each of the creditors referred to in Rules E.28 and E.36 of the PL Rules (and each a **"Football Creditor"**);

"Football League" means (The) Football League Limited, a company registered in England and Wales with company number 00080612 whose registered office is at EFL House, 10-12 West Cliff, Preston, Lancashire, England PR1 8HU;

"Football League Rules" means the rules of the Football League from time to time in effect between the Football League and its members;

"HMRC" means HM Revenue & Customs;

"LPA 1925" means the Law of Property Act 1925;

"Permitted Security" has the meaning given to it in the Facility Agreement;

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

"Promissory Notes" means:

- (a) the 2019 Promissory Note; and
- (b) the 2020 Promissory Note;

"Receivables" means:

- (a) £15,000,000 due to the Borrower from Everton on 30 July 2019 pursuant to clause 3(b) of the Transfer Agreement;
- (b) £10,000,000 due to the Borrower from Everton on 30 July 2020 pursuant to clause 3(c) of the Transfer Agreement;
- (c) all monies due or owing pursuant to the Promissory Notes; and

"Receiver" means a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Lender under clause 10;

"Secured Assets" means all the assets, property and undertaking for the time being subject to any Security created by this deed (and references to the Secured Assets shall include references to any part of them);

"Secured Liabilities" means all present and future monies, obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Facility Agreement or this deed (including, without limitation, those arising under clause 24.3.2), together with all interest (including, without limitation, default interest) accruing in respect of such monies, obligations or liabilities;

"Security" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security 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 starting on the date of this deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding;

"Transfer Agreement" means the transfer agreement dated 23 July 2018 entered into between the Borrower and Everton pursuant to which the Borrower sold Richarlison De Andrade to Everton.

1.2 Clawback

If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.3 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.4 Schedules

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

1.5 Provisions of Facility Agreement

The provisions of clauses 1.2 (*Interpretation*) and 18 (*Notices*) of the Facility Agreement apply to this deed as if they were set out in full in this deed, except that each reference in that clause to the Facility Agreement shall be read as a reference to this deed.

1.6 Facility Agreement precedence

If there is any inconsistency or conflict between any provision of this deed and any provision of the Facility Agreement, the provision of the Facility Agreement shall prevail.

2. COVENANT TO PAY

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

3. GRANT OF SECURITY - ASSIGNMENT

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender

absolutely, subject to a proviso for reassignment at the end of the Security Period, all rights and interests which it has to, or in connection with:

- 3.1 the Receivables;
- 3.2 the Promissory Notes; and
- 3.3 any FCR Monies,

(including but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them) provided that nothing in this clause 3 shall constitute the Lender as a mortgagee in possession.

4. LIABILITY OF THE BORROWER

4.1 Liability not discharged

The Borrower's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 4.1.3 any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

4.2 Immediate recourse

The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Borrower.

5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and warranties

The Borrower makes the representations and warranties set out in this clause 5 to the Lender.

5.2 Ownership of Secured Assets

Subject to the Security created by this deed, the Borrower is the sole legal and beneficial owner of, and has good, valid and marketable title to the Secured Assets.

5.3 Premier League

5.3.1 The Borrower is in compliance with the PL Rules.

5.3.2 The Borrower is not aware of any circumstance why the Premier League is, or might be, entitled to withhold any of the Receivables in accordance with the PL Rules.

5.4 No Security

The Secured Assets are free from any Security other than Permitted Security and the Security created by this deed or otherwise provided in favour of the Lender.

5.5 No adverse claims

5.5.1 The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them (other than pursuant to any Permitted Security or the PL Rules).

5.5.2 The Borrower has not accepted any adverse claim by any person in respect of the Secured Assets or any interest in them (other than pursuant to any Permitted Security or the PL Rules).

5.6 No adverse covenants

Other than pursuant to the PL Rules or the Finance Documents, there are no covenants, agreements, reservations, conditions, interests or rights that materially and adversely affect the Secured Assets.

5.7 No breach of laws

There is no breach of any law or regulation by the Borrower, or, so far as the Borrower is aware, any other relevant party, that materially and adversely affects the Secured Assets.

5.8 Avoidance of security

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

5.9 No prohibitions

The Borrower has the right, without requiring the consent or authority of any other person, to grant the Security created by this deed.

5.10 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms.

5.11 Times for making representations and warranties

The representations and warranties set out in clause 5.2 to clause 5.9 (excluding the representation and warranty in clause 5.5.1) are made by the Borrower on the date of this deed and are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6. COVENANTS

6.1 Negative pledge and disposal restrictions

The Borrower shall not at any time, during the Security Period, except with the prior written consent of the Lender:

- 6.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset;
- 6.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets; or
- 6.1.3 create or grant (or purport to create or grant) any interest in any Secured Asset in favour of a third party,

in each case other than pursuant to Security created by either this deed or the Permitted Security.

6.2 Preservation of Secured Assets

The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.3 Premier League Rules

The Borrower shall:

- 6.3.1 promptly and diligently perform and observe its obligations and commitments to the Premier League and comply at all times with the PL Rules;
- 6.3.2 notify the Lender, as soon as the Borrower becomes aware of the same, of:
 - 6.3.2.1 any act, omission, event or other matter which would (or would, with the passage of time) entitle the Premier

League to suspend the Borrower or Everton in accordance with the PL Rules;

6.3.2.2 any failure by the Borrower or Everton to pay a Football Creditor or HMRC the full amount payable to such Football Creditor or HMRC on the due date for payment or failure to make any payment in accordance with the PL Rules (unless such payment is being contested in good faith);

6.3.3 not do or permit any act or thing whereby the payment of the Receivables would or might reasonably be expected (in the Lender's opinion) to be delayed, prevented or impeded.

6.4 Football League Rules

If the Borrower is relegated from the Premier League prior to the expiry of the Security Period, the Borrower shall:

6.4.1 promptly and diligently perform and observe its obligations and commitments to the Football League and comply at all times with the Football League Rules;

6.4.2 notify the Lender, as soon as the Borrower becomes aware of the same, of:

6.4.2.1 any act, omission, event or other matter which would (or would, with the passage of time) entitle the Football League to suspend the Borrower;

6.4.2.2 any failure by the Borrower or Everton to pay a Football Creditor or HMRC the full amount payable to such Football Creditor or HMRC on the due date for payment or failure to make any payment in accordance with the Football League Rules (unless such payment is being contested in good faith); and

6.4.3 not do or permit any act or thing whereby the payment of the Receivables would or might reasonably be expected (in the Lender's opinion) to be delayed, prevented or impeded.

6.5 Rights

During the Security Period the Borrower shall:

6.5.1 take all necessary or appropriate action against any person (including as reasonably required by the Lender) to protect and enforce its rights in respect of, and recover money or receive other property in connection with, the Secured Assets; and

6.5.2 not waive any of the Lender's rights or release any person from its obligations in connection with the Secured Assets.

6.6 Enforcement of rights

The Borrower shall use its best endeavours to enforce any rights and institute, continue or defend any proceedings relating to, and recover money or receive other property in connection with, any of the Secured Assets that the Lender may require from time to time.

6.7 Notice of misrepresentations and breaches

The Borrower shall, promptly on becoming aware of any of the same, notify the Lender in writing of:

- 6.7.1 any representation or warranty set out in clause 5 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- 6.7.2 any breach of any covenant set out in this deed.

6.8 Notices given by Borrower

The Borrower shall immediately on the execution of this deed:

- 6.8.1 give notice to Everton, in the form set out in Schedule 1, Part 1 and to the Premier League (in a form satisfactory to the Lender), of the assignment of the Borrower's rights and interest in the Receivables pursuant to clause 3.1; and
- 6.8.2 procure that Everton and the Premier League will provide to the Lender promptly an acknowledgement of the notice, in the form set out in Schedule 1, Part 2 and Schedule 2 respectively, of the Lender's interest in the Secured Assets.

6.9 Information

The Borrower shall, during the Security Period:

- 6.9.1 give the Lender such information concerning the Secured Assets as the Lender may reasonably require;
- 6.9.2 permit any persons designated by the Lender to enter on its premises and inspect and examine the records relating to the Secured Assets, at all reasonable times and on reasonable prior notice and
- 6.9.3 promptly notify the Lender in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which might reasonably be expected to, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Borrower's proposals for settling, liquidating, compounding or contesting any such action, claim or demand and shall, subject to the Lender's prior approval, implement those proposals at its own expense.

6.10 Proceeds from Receivables

All monies received in relation to the Receivables at any time (whether or not the security constituted by this deed has become enforceable) shall:

- 6.10.1 be paid into the Blocked Account for application by the Lender in accordance with the Facility Agreement;
- 6.10.2 be paid directly to the Lender by Everton (or, in the case of the FCR Monies, by the Premier League), to be applied by the Lender in accordance with the terms of the Facility Agreement; or
- 6.10.3 (if they are not paid to the Borrower and not directly to the Lender by Everton or the Premier League) be held by the Borrower as trustee of the same for the benefit of the Lender (and the Borrower shall account for them to the Lender).

7. POWERS OF THE LENDER

7.1 Power to remedy

- 7.1.1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time during the Security Period, a breach by the Borrower of any of its obligations contained in this deed.
- 7.1.2 The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.
- 7.1.3 Any and all costs and expenses properly incurred by the Lender in remedying a breach by the Borrower of its obligations contained in this deed, in accordance with this clause 7, shall be reimbursed by the Borrower to the Lender pursuant to and in accordance with clause 14.1.

7.2 Exercise of rights

- 7.2.1 The rights of the Lender under clause 7.1 are without prejudice to any other rights of the Lender under this deed.
- 7.2.2 The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

7.3 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

7.4 Conversion of currency

- 7.4.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this deed (including the proceeds of any

previous conversion under this clause 7.4) from their existing currencies of denomination into Pounds Sterling, if relevant.

7.4.2 Any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency.

7.4.3 Each reference in this clause 7.4 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

7.5 New accounts

7.5.1 If the Lender receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Lender may open a new account for the Borrower in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

7.5.2 If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, under clause 7.5.1, then, unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Lender.

7.6 Indulgence

The Lender may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Borrower for the Secured Liabilities.

8. WHEN SECURITY BECOMES ENFORCEABLE

8.1 Security becomes enforceable on Event of Default

The security constituted by this deed shall become immediately enforceable on the occurrence of an Event of Default.

8.2 Discretion

After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, 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 or dispose of all or any part of the Secured Assets.

9. ENFORCEMENT OF SECURITY

9.1 Enforcement powers

- 9.1.1 For the purpose of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.
- 9.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be exercisable at any time after the security constituted by this deed has become enforceable in accordance with its terms.
- 9.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

9.2 Prior Security

- 9.2.1 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Lender may:
 - 9.2.1.1 redeem that or any other prior Security;
 - 9.2.1.2 procure the transfer of that Security to it; and
 - 9.2.1.3 settle and pass any account of the holder of any prior Security.
- 9.2.2 The settlement and passing of any such account shall, in the absence of any manifest error, be conclusive and binding on the Borrower. All monies paid by the Lender to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Lender, be due from the Borrower to the Lender on current account and shall bear interest at the default rate of interest specified in the Facility Agreement and be secured as part of the Secured Liabilities.

9.3 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or Delegate shall be concerned to enquire:

- 9.3.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 9.3.2 whether any power the Lender, a Receiver or a Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- 9.3.3 how any money paid to the Lender, any Receiver or any Delegate is to be applied.

9.4 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

9.5 No liability as mortgagee in possession

Neither the Lender, any Receiver nor any Delegate shall be liable, by reason of entering into possession of a Secured Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

9.6 Conclusive discharge to purchasers

The receipt of the Lender, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Lender, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

10. RECEIVER

10.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

10.2 Removal

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

10.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

10.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Secured Assets.

10.6 Agent of the Borrower

Any Receiver appointed by the Lender under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that, the Receiver shall act as principal and shall not become the agent of the Lender.

11. POWERS OF RECEIVER

11.1 General

11.1.1 Any Receiver appointed by the Lender under this deed shall, in addition to the powers conferred on it by statute, have the powers set out in clause 11.2 to clause 11.15.

11.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

11.1.3 Any exercise by a Receiver of any of the powers given by clause 11 may be on behalf of the Borrower or itself.

11.2 Employ personnel and advisers

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, agents, other personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit. A Receiver may discharge any such person or any such person appointed by the Borrower.

11.3 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Lender may prescribe or agree with the Receiver.

11.4 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which it is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

11.5 Dispose of Secured Assets

A Receiver may sell or assign (or concur in selling or assigning), all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

11.6 Valid receipts

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

11.7 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person that the Receiver may think expedient.

11.8 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

11.9 Insurance

A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 14, effect with any insurer, any policy of insurance either in lieu or satisfaction of, or in addition to, that insurance.

11.10 Powers under the LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if the Receiver had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

11.11 Borrow

A Receiver may, for any of the purposes authorised by this clause 11, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which the Receiver is appointed on any terms that it thinks fit (including, if the Lender consents, terms under which that security ranks in priority to this deed).

11.12 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

11.13 Delegation

A Receiver may delegate its powers in accordance with this deed.

11.14 Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights the Receiver would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

11.15 Incidental powers

A Receiver may do any other acts and things that it:

- 11.15.1 may consider desirable or necessary for realising any of the Secured Assets;
- 11.15.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- 11.15.3 lawfully may or can do as agent for the Borrower.

12. DELEGATION

12.1 Delegation

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 16.1).

12.2 Terms

The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

12.3 Liability

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

13. APPLICATION OF PROCEEDS

13.1 Order of application of proceeds

All monies received by the Lender, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- 13.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver,

Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;

13.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines (in the Lender's absolute discretion); and

13.1.3 in payment of the surplus (if any) to the Borrower or other person entitled to it.

13.2 Appropriation

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

13.3 Suspense account

All monies received by the Lender, a Receiver or a Delegate under this deed:

13.3.1 may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;

13.3.2 shall bear interest, if any, at the rate agreed in writing between the Lender and the Borrower; and

13.3.3 may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

14. COSTS AND INDEMNITY

14.1 Costs

The Borrower shall, on demand, pay to, or reimburse, the Lender and any Receiver on a full indemnity basis all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, any Receiver or any Delegate in connection with:

14.1.1 this deed (other than the drafting and negotiation thereof, the Lender's fees for which shall be dealt with in accordance with the Facility Agreement) or the Secured Assets;

14.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this deed; or

14.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant

cost or expense arose until full discharge of that cost or expense (whether before or after judgment) at the rate specified in the Facility Agreement.

14.2 Indemnity

The Borrower shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses suffered or incurred by any of them arising out of or in connection with:

- 14.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;
- 14.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed or
- 14.2.3 any default or delay by the Borrower in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 14.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

15. FURTHER ASSURANCE

The Borrower shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

- 15.1.1 creating, perfecting or protecting the security intended to be created by this deed;
- 15.1.2 facilitating the realisation of any Secured Asset; or
- 15.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Secured Asset,

including, without limitation (if the Lender or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

16. POWER OF ATTORNEY

16.1 Appointment of attorneys

By way of security, the Borrower irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:

- 16.1.1 the Borrower is required to execute and do under this deed; or

- 16.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender, any Receiver or any Delegate.

16.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 16.1.

17. RELEASE

Subject to clause 24.3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to:

- 17.1.1 release the Secured Assets from the security constituted by this deed; and

- 17.1.2 reassign the Secured Assets to the Borrower.

18. ASSIGNMENT AND TRANSFER

18.1 Assignment by Lender

- 18.1.1 ~~At any time, without the consent of the Borrower, the Lender may~~ *shall not* assign or transfer any or all of its rights and obligations under this deed *unless it has first obtained the prior written consent of the Premier League where it is required to do so*
- 18.1.2 The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Secured Assets and this deed that the Lender considers appropriate. *under the PL Rules*

18.2 Assignment by the Borrower

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

19. SET-OFF

19.1 Lender's right of set off

The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities are to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 19 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

19.2 No obligation to set off

The Lender is not obliged to exercise its rights under clause 19.1. If, however, it does not exercise those rights it must promptly notify the Borrower of the set-off that has been made.

19.3 Exclusion of Borrower's right of set-off

All payments made by the Borrower to the Lender under this deed shall be made without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

20. AMENDMENTS, WAIVERS AND CONSENTS

20.1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

20.2 Waivers and consents

20.2.1 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

20.2.2 A failure to exercise, or a delay in exercising, any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing.

20.3 Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

21. SEVERANCE

21.1 Severance

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

22. COUNTERPARTS

22.1 Counterparts

- 22.1.1 This deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.
- 22.1.2 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 22.1.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

23. THIRD PARTY RIGHTS

23.1 Third party rights

- 23.1.1 Except as expressly provided elsewhere in this deed, a person who is not a party to this deed (other than a permitted successor or assign, any Receiver or any Delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 23.1.2 The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

24. FURTHER PROVISIONS

24.1 Independent security

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Secured Assets shall merge in the security created by this deed.

24.2 Continuing security

The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this deed in writing.

24.3 Discharge conditional

Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender

in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

24.3.1 the Lender or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

24.3.2 the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

24.4 Certificates

A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower shall be, in the absence of any manifest error, conclusive evidence of the amount due.

24.5 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

25. GOVERNING LAW AND JURISDICTION

25.1 Governing law

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

25.2 Jurisdiction

Each party irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

25.3 Other service

The Borrower irrevocably consents to any process in any proceedings under clause 25.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

AS WITNESS the hands of the parties hereto or their duly authorised agents the day and year first above written.

SCHEDULE 1

Part 1 – Form of Notice of Assignment to Everton

To:

REDACTED

..... 2018

Dear Sirs

Transfer Agreement concerning Richarlison de Andrade dated 23 July 2018 (the "Transfer Agreement")

We refer to the Transfer Agreement entered into between our Clubs and to Rules U38.10 and V29 to V31 (inclusive) of the Rules of the Premier League for the 2018/2019 season (the "PL Rules").

We, The Watford Association Football Club Limited ("Watford"), hereby give notice that pursuant to a deed of assignment by way of security dated on or around the date of this letter (the "Assignment"), and in accordance with Rule U38.10 of the PL Rules, we have assigned to Santander UK Plc ("Santander") any and all of our rights in, and arising from:

- A. the following receivables payable by your club pursuant to the Transfer Agreement:

Clause of Transfer Agreement	Receivable (£)	Due Date
3(b)	15,000,000	30 July 2019
3(c)	10,000,000	30 July 2020

each such amount being a "Receivable" and together being the "Receivables", each of which constitutes the total net amount payable by your Club to Watford (in relation to clauses 3(b) and 3(c) of the Transfer Agreement respectively) and no amounts in respect of any transfer levy, solidarity contribution, VAT or other similar fiscal charge, shall be deducted from the amount of any Receivable; and

- B. the following promissory notes issued by your club which we have on or around the date of this letter indorsed to Santander:

Due Date for Payment of Promissory Note	Amount of the Payment under the Promissory Note
30 July 2019	15,000,000

30 July 2020	10,000,000
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each promissory note being a "Prom Note" and together being the "Prom Notes".

We confirm that Santander has transferred all monies payable by virtue of the Assignment into the Compensation Fee Account (as defined in the PL Rules) in accordance with Rule V30.1 of the PL Rules.

Therefore, we hereby give irrevocable notice to you that, notwithstanding any provision in the Transfer Agreement to the contrary and in accordance with Rule V30.2 of the PL Rules, payment of each Receivable (whenever paid and, notwithstanding any provision of the Transfer Agreement, whether or not any invoice is presented by Watford in respect of any such amount) and all amounts payable on presentation to you of the Prom Notes should be made to our account with Santander, the details of which are set out below, or to any other bank account that Santander should notify you from time to time:

Account number:

Sort code:

Bank:

Reference:

REDACTED

(the "Account").

By countersigning this letter you acknowledge and confirm that:

- i) clause 5 of the Transfer Agreement does not apply to the payment dates of the Receivables or the Prom Notes; and
- ii) you have not claimed or exercised, have no outstanding right to claim or exercise, and will not claim or exercise any security interest or any right of set-off or counterclaim, or other right in or in relation to the Receivables or the Prom Notes (or any one of them).

We would be grateful if you would acknowledge and agree the above position by signing the 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 England and Wales.

Yours faithfully

For and on behalf of The Watford Association Football Club Limited

Cc: Santander UK plc

Form of acknowledgement and agreement

To: The Watford Association Football Club ("**Watford**") and Santander UK plc ("**Santander**")

For the benefit of Watford and Santander, we hereby:

- a) acknowledge and agree to the terms of the above letter;
- b) confirm that clause 5 of the Transfer Agreement does not apply to the payment dates of the Receivables or the Prom Notes;
- c) confirm that we consent to and acknowledge the assignment by way of security from Watford to Santander in respect of the Receivables and any interests Watford may have in and to the Prom Notes;
- d) confirm that we consent to and acknowledge the indorsement of the Prom Notes to Santander;
- e) confirm that we acknowledge the irrevocable instruction that Santander shall, on behalf of Watford, make any demand for payment to us related to the Receivables (or any one of them) under the terms of the Transfer Agreement and that Santander are the holder of the Prom Notes so are entitled to present those to our club for payment in accordance with their terms;
- f) confirm that no amounts in respect of any transfer levy, solidarity contribution, VAT or other similar fiscal charge, shall be deducted from the amount of any Receivable;
- g) agree to pay the Receivables and monies payable pursuant to the Prom Notes to the Account and not to any other account without the prior written consent of Santander; and
- h) 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 and/or the Prom Notes.

Yours faithfully

For and on behalf of

THE EVERTON FOOTBALL CLUB COMPANY LIMITED

Date:

SCHEDULE 2

Form of Acknowledgement of Assignment from the Premier League

Thank you for the documents confirming the assignment to Santander of transfer receivables relating to the player, Richarlison De Andrade.

I confirm, on behalf of the Premier League, that if we become aware that The Everton Football Club Company Limited has paid any sums due to Santander into the transfer fee account in error, we will ask EFL (which administers that account) to transfer such sums to Santander.

Execution Page

LENDER

Executed and delivered as a deed by

Nicholas Bailey

Print Name

Attorney

for and on behalf of **SANTANDER UK PLC** in
the presence of:

REDACTED

Witness Signature

C. BARKER

Print Witness Name

REDACTED

Witness Occupation

REDACTED

Witness Address

REDACTED

Attorney

BORROWER

REDACTED

Executed as a deed by **THE WATFORD
ASSOCIATION FOOTBALL CLUB
LIMITED** acting by

Director

.....
a director, in the presence of:

.....
Witness

REDACTED

Name of Witness: *EMILIANO RUSSO*

Address of Witness:

REDACTED

Occupation of Witness

REDACTED