

MG01

13 9852/13



Particulars of a mortgage or charge

**A fee is payable with this form**

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

✓ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

✗ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for a  
company. To do this, please use  
form MG01s

THURSDAY



L11 \*L7R5KTOP\* 28/04/2011 2  
COMPANIES HOUSE

**1 Company details**

Company number 0 7 5 7 5 6 1 9

Company name in full JG Funding Limited (the "Chargor")

For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation d1 d5 m0 m4 y2 y0 y1 y1

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

The debenture entered into between the Chargor and the Lender (as defined  
in Section 6 (Short particulars of all the property mortgaged or  
charged)) dated 15 April 2011 (the "Debenture")

**4 Amount secured**

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

Amount secured

All obligations at any time due, owing or incurred  
by the Chargor to any Secured Party under the  
Finance Documents, whether present or future,  
actual or contingent (and whether incurred solely  
or jointly and whether as principal or surety or in  
some other capacity) (the "Secured Obligations")

Terms used in this Section 4 (Amount Secured) and  
not defined shall be as defined in Section 6 (Short  
particulars of all the property mortgaged or  
charged)

**Continuation page**

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

(0)

**MG01****Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

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

Name Mousehole Limited

Address Vanterpool Plaza, 2nd Floor, Wickhams Cay 1  
Road Town, Tortola, British Virgin Islands

Postcode

Name

Address

Postcode

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**

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

Short particulars

**COVENANT TO PAY**

The Chargor covenants with the Lender that it shall on demand pay and discharge the Secured Obligations when due (provided that neither this covenant nor the Security constituted by the Debenture shall extend to or include any liability or sum which would, but for this provision, cause this covenant or Security to be unlawful or prohibited by any applicable law)

**NATURE OF SECURITY**

The Security created under the Debenture is created

- (a) in favour of the Lender,
- (b) as a continuing security to secure the payment and discharge of the Secured Obligations, and
- (c) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them)

[See continuation page]

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## Particulars of a mortgage or charge

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

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

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

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

Commission, allowance or discount

Not applicable

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X *Bernard Loughton Partner LLP* X

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

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Andrew Page**

Company name **Berwin Leighton Paisner LLP**

Address **Adelaide House**

**London Bridge**

Post town **London**

County/Region

Postcode **E C 4 R 9 H A**

Country

DX **92 LONDON/CHANCERY LN**

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



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below**

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

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**Particulars of a mortgage or charge**

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b><u>MORTGAGES AND CHARGES</u></b></p> <p><b>Accounts</b> The Chargor charged by way of first fixed charge the Third Party Accounts</p> <p>Regardless of the terms on which the moneys are credited to any Third Party Account, the Chargor shall not, without the Lender's prior written consent, withdraw or account to anyone other than the Lender in respect of amounts standing to the credit of that Third Party Account until</p> <p>(a) the Secured Obligations have been paid and discharged in full, and</p> <p>(b) the Lender is under no obligation to make banking or other facilities available to the Chargor,</p> <p>and until that time the Chargor shall not request, demand or claim to be entitled to withdraw any amount from that Third Party Account except (without prejudice to the Lender's rights under the Debenture) as the Lender may in its absolute discretion from time to time permit</p> <p><b><u>ASSIGNMENTS</u></b></p> <p><b>Specific Contracts</b> The Chargor assigned absolutely all its rights and interests under the Specific Contracts</p> <p><b><u>FLOATING CHARGE</u></b></p> <p>The Chargor charged by way of first floating charge all its present and future business, assets and undertaking which are not effectively mortgaged, assigned or charged by way of fixed charge under the Debenture</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture and the Lender may appoint an administrator of the Chargor under that paragraph</p> <p><b><u>UNDERTAKINGS</u></b></p> <p><b>Negative pledge</b> The Chargor shall not, at any time during the Security Period, create or permit to subsist any Security over any Charged Property other than the Transaction Security</p> <p><b>Disposals</b> The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Charged Property without the Lender's prior written consent</p> <p><b>Specific Contracts</b> Other than as permitted under the Finance Documents, the Chargor shall not amend, vary, waive, rescind or terminate any Specific Contract or consent to any assignment or transfer by any party other than the Lender of any of its rights or obligations under any Specific Contract without the Lender's consent</p> <p><b>Accounts</b> The Chargor shall not close or permit any variation to the rights</p>

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

attaching to any Third Party Account without the Lender's consent

#### DEFINITIONS:

"**Atletico**" means Club Atlético de Madrid S A D

"**Charged Property**" means all the assets and undertaking of the Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Lender under the Debenture

"**Deportivo**" means Real Club Deportivo De La Coruña S A D , a private limited liability company incorporated under Spanish law, having its registered office address at Plaza de Pontevedra 19-1, 15003, La Coruña, Spain

"**Finance Documents**" means the Loan Notes, the Debenture, the Security Documents and any other document designated as such by the Lender and the Chargor

"**Guarantor**" means Mr Miguel Ángel Gil Marín of Paseo Virgin del Puerto 67, Puerto 4, 28005 Madrid, Spain

"**Lender**" means Mousehole Limited, a company incorporated under the laws of the British Virgin Islands whose registered office is at Vanterpool Plaza, 2<sup>nd</sup> Floor, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands

"**Letter to Atletico**" means the letter addressed to Atletico and entered into between the Chargor and Deportivo pursuant to the Promissory Note Side Agreement dated on or around the date of the Debenture, together with the acknowledgment of such letter from Atletico,

"**Loan Notes**" means the loan note instrument entered or to be entered into on or around the date of the Debenture by the Chargor, together with each note issued by the Chargor pursuant to the loan note instrument

"**Pagares**" means

- (a) the Pagare nr 3 423 516-0 dated 23 July 2010 issued by Atletico (and counter-signed by the Guarantor) in favour of Deportivo in the amount of €1,500,000 and payable on 30 July 2011,
- (b) the Pagare nr 3 423 517-1 dated 23 July 2010 issued by Atletico (and counter-signed by the Guarantor) in favour of Deportivo in an amount of €1,500,000 payable on 30 July 2012,
- (c) the Pagare nr 3 423 511-2 dated 23 July 2010 issued by Atletico (and counter-signed by the Guarantor) in favour of Deportivo in an amount of €1,000,000 payable on 30 July 2013; and
- (d) the Pagare nr 3 423 509-0 dated 23 July 2010 issued by Atletico (and counter-signed by the Guarantor) in favour of Deportivo in an amount of €500,000 payable on 30 July 2013,

in each case as indorsed by Deportivo to the Chargor on or around the date of the Debenture

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**"Promissory Note Side Agreement"** means the promissory note side agreement dated on or around the date of the Debenture and entered into between the Chargor and Deportivo

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset,
  - (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
  - (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset, and
  - (d) any moneys and proceeds paid or payable in respect of that asset,
- (including all rights against any trustee, nominee, fiduciary or clearing system)

**"Secured Party"** means the Lender and any Receiver

**"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 Documents"** means the Debenture, the Shares Charge and any other document entered into by the Chargor creating or expressed to create any Security over all or any part of its assets in respect of its obligations under any of the Finance Documents

**"Security Period"** means the period starting on the date of the Debenture and ending on the date when the Lender is satisfied that:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full,
- (b) the Chargor has no liability, actual or contingent, to any Secured Party under any Finance Document,
- (c) no Secured Party has any liability, actual or contingent under any Finance Document, and
- (d) no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any Finance Document

**"Shares Charge"** means the charge over the shares of the Chargor entered or to be entered into on or around the date of the Debenture by (1) each of the persons named in schedule 1 thereto and (11) the Lender

**"Specific Contracts"** means

- (a) the Pagares,

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Please give the short particulars of the property mortgaged or charged

Short particulars

- (b) the Promissory Note Side Agreement,
- (c) the Letter to Atletico,
- (d) the Taxes Side Letter,
- (e) any other contract designated as such by the Lender after the date of the Debenture, and
- (f) all Related Rights

"**Taxes Side Letter**" means the letter in respect of certain Spanish stamp taxes dated on or around the date of the Debenture and entered into between the Chargor and Deportivo

"**Third Party Account**" means any account opened or maintained at any time by the Chargor with any person other than the Lender (and any replacement account or subdivision or subaccount of that account and any renewal or redesignation of that account), the debt or debts represented by it and all Related Rights





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

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

**COMPANY NO. 7575619  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 15 APRIL 2011  
AND CREATED BY JG FUNDING LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
ANY SECURED PARTY UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 28 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 MAY 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES