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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

1311

1024895

Name of company

\* JJB Sports PLC ("JJB")

Date of creation of the charge

26 September 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Guarantee and debenture (the "Debenture")

Amount secured by the mortgage or charge

means all present and future liabilities and obligations of the Chargors to the Bank (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Bank was the original creditor in respect thereof) including without limitation interest, commission, costs, charges and expenses charged by the Bank at rates agreed between it and the Chargors (the "Secured Liabilities").

For a list of definitions please see the attached Continuation sheet.

Names and addresses of the mortgagees or persons entitled to the charge

Bank of Scotland plc (company number SC327000) having its registered office at The Mound, Edinburgh (the "Bank")

Postcode EH1 1YZ

Presentor's name address and  
reference (if any)

Maclay Murray & Spens LLP  
One London Wall  
London  
EC2Y 5AB

CLM/SZD/BAN/0013/03726

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

MONDAY



\*A98KW3JT\*

A24

29/09/2008

70

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see the attached Continuation Sheet

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**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed

FOR AND ON BEHALF OF  
**MACLAY MURRAY & SPENS LLP**

Date 26 September 2008

On behalf of ~~XXXXXXXXXXXX~~ (chargee) †

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)*

† delete as  
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Pursuant to Section 395 of the Companies Act 1985

**Continuation sheet**

To the Registrar of Companies

Name of Company

Company Number

JJB Sports PLC

1024895

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

**1 Covenant to Pay**

**1 1 Covenant**

Under the Debenture, JJB hereby covenants

- 1 1 1 to pay or discharge to the Bank on demand any or all of the Secured Liabilities owing or incurred by JJB,
- 1 1 2 and guarantees to pay or discharge to the Bank on demand any or all of the Secured Liabilities owing or incurred by each other Company (except as a Guarantor for the Chargor giving this covenant), and
- 1 1 3 in either case to pay interest to the Bank upon any sum so demanded until payment (both before and after any judgment) at 2% above the rate applicable to that sum immediately before demand (or, if there was no such applicable rate, at two per cent above the Bank's base rate)

**2 Charges**

**2 1 Charging clause**

As security for payment of the Secured Liabilities, under the Debenture JJB charges to the Bank

- 2 1 1 by way of first legal mortgage all Land now owned by JJB,
- 2 1 2 by way of first fixed equitable charge all Land which JJB acquires in the future,
- 2 1 3 by way of separate first fixed charges
  - (a) all the goodwill and uncalled capital of JJB, present or future,
  - (b) the Securities of JJB,
  - (c) the Insurances of JJB,
  - (d) the Intellectual Property of JJB,
  - (e) the Debts of JJB,

- (f) the Rents of JJB,
- (g) the Asset Contracts of JJB,
- (h) the Other Claims of JJB,
- (i) the Fixed Plant and Equipment of JJB, and
- (j) the Loose Plant and Equipment of JJB,

2 1 4 by way of first floating charge all those Assets of JJB which are not for any reason effectively charged by the Debenture by way of fixed charge or mortgage, including, without limitation, any heritable property of JJB situated in Scotland

## **2 2 Qualifying floating charge**

Under the Debenture JJB and the Bank agreed that Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by the Debenture

## **3 Protection of Chargeholder's Rights**

### **3 1 Moneys received**

Under the terms of the Debenture, as soon as reasonably practicable upon notice from the Bank, JJB shall pay into JJB's account with the Bank or as the Bank may direct all moneys which it receives in respect of any Debts, Securities, Insurances, Intellectual Property, Rents and any other of the rights and claims charged to the Bank under Clause 3 1 3 of the Debenture, and not, if so required by the Bank following a demand for repayment of the Secured Liabilities or the occurrence of an event of default under any separate facility agreement between the Bank and a Chargor, withdraw any moneys from that account unless the Bank permits it to do so, and until such payment hold all moneys so received upon trust for the Bank and shall not without the prior written consent of the Bank charge, factor, discount or assign any of them in favour of any other person, or otherwise deal with them except for the purpose of collecting them in and paying them as required by Clause 4 1 of the Debenture

### **3 2 Covenants**

Under the Debenture, JJB covenants that it will not, without the prior written consent of the Bank or save as expressly permitted pursuant to any facility agreement in place between a Chargor and the Bank from time to time or by the Intercreditor Deed

- 3 2 1 create any Encumbrance, or allow any Encumbrance to arise or continue, on or over any of the Assets, or
- 3 2 2 to part with or dispose of all or any of the Assets charged by way of fixed charge or mortgage, or
- 3 2 3 to part with or dispose of all or any of the Assets charged by way of floating charge except in the ordinary course of carrying on its business as a going concern

### **3 3 Conversion of floating charge**

Under the Debenture, JJB agrees that following the occurrence of either (i) a demand by the Bank for any Secured Liabilities, or (ii) an event of default (which has not been waived) under any facility agreement in place between a Chargor and the Bank, the Bank may from time to time by notice in writing to any Chargor convert any floating charge created by this Guarantee and Debenture into a fixed charge, in respect of any Assets of JJB which are specified in any such notice. In addition any such floating charge shall automatically be converted into a fixed charge

3.3.1 in respect of any Assets of JJB, immediately prior to it agreeing or resolving (unless the Bank has first consented in writing to it) to create any Encumbrance (other than a Permitted Encumbrance) over those Assets in favour of any other person, or to part with or dispose of them otherwise than in the ordinary course of carrying on JJB's business as a going concern or as permitted pursuant to any facility agreement between JJB and the Bank from time to time or if the Bank notifies JJB in writing that it in good faith considers those Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, and

3.3.2 in respect of all the Assets of any JJB, if it ceases to carry on business or to be a going concern or if any voluntary arrangement or other moratorium (other than a moratorium which the Company is entitled to obtain under Section 1A of the Insolvency Act 1986) or compromise with any of JJB's creditors, or any class of them, is proposed or put into effects,

but so that Clause 4.3 of the Debenture shall not apply to any Assets situated in Scotland

#### 3.4 **Further assurances**

Under the Debenture JJB shall, at its own expense, at any time when required by the Bank execute and deliver to the Bank

3.4.1 a valid legal mortgage of any Land now or in the future owned by JJB,

3.4.2 a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land now or in the future belonging to JJB,

3.4.3 a legal assignment or other fixed security over all or any of its Intellectual Property,

3.4.4 a legal charge over all or any of its Securities,

3.4.5 a chattel mortgage over such chattels, plant, machinery, computers and/or other equipment of JJB as the Bank may specify,

3.4.6 a fixed charge or other fixed security over any of its Assets over which there is a floating charge,

3.4.7 where any of its Assets are situated outside England and Wales, such fixed security under the law of the place where the Asset is situated as the Bank may require,

3.4.8 a notice to any third party of any of the charges or assignments contained in the Debenture,

3 4 9 execute and deliver to the Bank a legal assignment of any Debts which the Bank shall require, and give notice of any such assignment to any person when required by the Bank, and

3 4 10 all deeds and documents which the Bank may deem necessary or desirable to vest in the Bank the security intended to be created by the Debenture over all or any of the Assets,

in each case, in the Bank's standard form or such other form as the Bank may require In the case of Assets situated outside England and Wales, references to any form of security shall be taken to refer to any form of security available under the relevant local law which the Bank may select

### 3 5 **Other acts**

Under the Debenture JJB agrees that without prejudice to Clause 4 6 of the Debenture, it shall, at its own expense, at any time when required by the Bank do and concur in all acts or things as the Bank may deem necessary or desirable to vest in the Bank the security intended to be created by the Debenture over all or any of the Assets or to facilitate the enforcement of that security, or the exercise of any powers or discretions intended to be vested in the Bank or the Receiver by the Debenture

### 3 6 **Continuing security**

Under the Debenture, the Bank and JJB agree that the Debenture shall be a continuing security to the Bank and shall remain in force until expressly discharged in writing by the Bank notwithstanding any intermediate settlement of account or other matter or thing whatsoever, and shall be without prejudice and in addition to any other right, remedy or security of any kind which the Bank may have now or at any time in the future for or in respect of any of the Secured Liabilities

For the purposes of this 395

#### **"Asset Contracts"**

means all the rights of JJB, now or in the future, arising out of or in connection with any agreement

(i) for the acquisition of any property (real or personal) by JJB (except to the extent that such rights amount to an interest in land effectively charged by way of legal mortgage or fixed charge by Clause 3.1 1 or 3 1 2 of the Debenture) including, without limitation, any option to acquire property, or

(ii) for the hire, hire purchase, lease or loan of any property (real or personal), to JJB (except as aforesaid)

#### **"Assets"**

means all the undertaking, property, assets, rights and revenues of JJB whatsoever, and wheresoever, present or future but does not include any credit balance relating to the Loan Note Accounts whilst any amount is outstanding under the Loan Notes

<b>"Chargors"</b>	means JJB, Blane Leisure Limited (company number SC109050), SSL Retail Limited (company number 1296016), Original Shoe Company Limited (company number SC191917), Sports Division Limited (company number SC144753), JJB Card Services Limited (company number 4330148), Qubefootware Limited (company number SC252725)
<b>"Companies"</b>	means the Chargors together with any other Group Companies from time to time, and, (where the context permits), includes each or any of them and <b>"Company"</b> means each or any of them
<b>"Debts"</b>	means all book and other debts now or in the future owing to each Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, including, without limitation, credit balances on any account at any bank or financial institution, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but <b>"Debts"</b> does not include any asset or right effectively charged by way of fixed charge under any other provision of Clause 3 of the Debenture, or any credit balance relating to the Loan Note Accounts whilst any amount is outstanding under the Loan Notes
<b>"Encumbrance"</b>	means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignation in security, bond and floating charge or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security
<b>"Fixed Plant and Equipment"</b>	means all plant, machinery or equipment of JJB of any kind (including, without limitation, all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building
<b>"Fixtures"</b>	means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants

fixtures

<b>"Group"</b>	means JJB and each of its Subsidiaries from time to time which is not dormant and <b>"Group Company"</b> and <b>"Group Companies"</b> shall be construed accordingly
<b>"Guarantor"</b>	means any Chargor insofar only as it covenants under Clause 2 1.2 of the Debenture to pay or discharge money due or owing from or liabilities of each other Chargor to the Bank and <b>"Guarantors"</b> and <b>"Guarantee"</b> shall be construed accordingly
<b>"Insurances"</b>	means all the right, title and interest of JJB, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof
<b>"Intellectual Property"</b>	<p>Means all the right, title and interest of JJB, now or in the future, in or to any of the following</p> <ul style="list-style-type: none"><li>(i) any registered intellectual property right in any territory, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory and any applications or right to apply for any of the above,</li><li>(ii) any invention, copyright, design right or performance right,</li><li>(iii) any trade secrets, know-how and confidential information, and</li><li>(iv) the benefit of any agreement or licence for the use (by such JJB or any other person) of any such right</li></ul>
<b>"Intercreditor Deed"</b>	means the intercreditor deed dated 26 September 2008 between the Chargors, the Bank as may be amended, supplemented, novated, restated or replaced from time to time
<b>"Land"</b>	means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes <b>"land"</b> excludes heritable property situated in Scotland
<b>"Loan Note Accounts"</b>	means the accounts numbered 611020, 611039, 611046, 611053, 611061 and 611079 each held with the Bank of Scotland plc in the



	name of JJB
<b>"Loan Notes"</b>	means the £170,478,001 variable rate secured loan notes 2011 constituted by JJB pursuant to an instrument dated 11 September 1998
<b>"Loose Plant and Equipment"</b>	means all plant, machinery, equipment and motor vehicles now or at any time owned by JJB as a capital asset which is not Fixed Plant and Equipment, including, without limitation, any moulds, patterns, tools (other than hand tools and consumable tooling), dies and jigs
<b>"Other Claims"</b>	Means claims or obligations of any kind whatsoever now or at any time owed to JJB capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of the Debenture
<b>"Receiver"</b>	means any receiver appointed under the Debenture, and, where more than one receiver has been appointed, each of them
<b>"Rents"</b>	<p>means any sum payable to JJB (and any right to recover any such a sum)</p> <p>(i) by way of rent, service charge or otherwise under any lease of Land, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon Land, or other income arising from any Land,</p> <p>(ii) by way of rent or otherwise for or in connection with the possession or use of, or in respect of any trespass to or conversion of, any chattel except insofar as the same is effectively charged by way of fixed charge by Clause 3.1.1 or 3.1.2 of the Debenture</p>
<b>"Secured Liabilities"</b>	means all present and future liabilities and obligations of the Chargors to the Bank (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Bank was the original creditor in respect thereof) including without limitation interest, commission, costs, charges and expenses charged by the Bank at rates agreed between it and the Chargors
<b>"Securities"</b>	means all the right, title and interest of JJB now or in the future, in any stocks, shares, debentures, loan stocks, instruments creating or

acknowledging any debt, or other securities issued by any person (whether or not marketable) including, without limitation, all rights and benefits arising and all money payable in respect of or in substitution or exchange for any of them, whether by way of conversion, redemption, preference, bonus, option, dividend, interest or otherwise, and including, without limitation, all Securities owned by JJB in any other Company

**"Security Documents"** means any documents from time to time entered into by any Group Company creating or evidencing any Security Right in favour of the Bank

**"Security Right"** means any mortgage, charge, standard security, security, pledge, lien, right of set off, right of retention of title or other encumbrance, whether fixed or floating, over any present or future property assets or undertaking

**"Subsidiary"** means in respect of a company, person or entity, any company person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after 26 September 2008) and **"Subsidiaries"** shall mean all or any of them as appropriate

Any words in the singular in this form 395 shall impart the plural and vice versa.



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

**Pursuant to section 401(2) of the Companies Act 1985**

COMPANY NO. 1024895  
CHARGE NO. 31

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE  
DATED 26 SEPTEMBER 2008 AND CREATED BY JJB SPORTS PLC  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE CHARGORS TO BANK OF SCOTLAND PLC ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29  
SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 SEPTEMBER  
2008

*Handwritten signature*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES