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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

395

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

130891/13

01024895

Name of company

* JJB Sports Plc (the "Chargor")

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 given by, amongst others, the Chargor in favour of
Barclays Bank plc (the "Debenture")

Amount secured by the mortgage or charge

Please see attached Schedule 2

Note: Definitions used in this Form and the attached schedules are those
found in the attached Schedule 1

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

Barclays Bank Plc of 1 Churchill Place, London (the "Bank")

Postcode E14 5HP

Presentor's name address and
reference (if any)

Pinsent Masons LLP
CityPoint
One Ropemaker Street
London
EC2Y 9AH

os01/04002.07580 #22121978

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

THURSDAY



A6SSC3M1

A15

02/10/2008

402

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached Schedule 3

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

Particulars as to commission allowance or discount (note 3)

None

Signed

Print Name

Date

1 October 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 and the charge was created 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 and the charge was created 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 situate 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**

Schedule 1

Definitions

In this Form 395 the following terms shall have the following means

"Asset Contracts"	means all the rights of the Chargor, at the date of the Debenture or in the future, arising out of or in connection with any agreement - <ul style="list-style-type: none">I for the acquisition of any property (real or personal) by the Chargor (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 (as set out in the short particulars of property mortgaged or charged at Schedule 3) including, without limitation, any option to acquire property, orII for the hire, hire purchase, lease or loan of any property (real or personal), to the Chargor (except as aforesaid)
"Assets"	means all the undertaking, property, assets, rights and revenues of the Chargor 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
"Bank"	means Barclays Bank plc of 1 Churchill Place, London, E14 5HP
"Borrower"	means JJB Sports Plc (company number 01024895) and any other Company insofar only as it owes money or has incurred liabilities to the Bank except as a Guarantor
"Chargor"	means JJB Sports Plc (company number 01024895)
"Companies"	means the Chargor, 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) and Qubefootware Limited (company number SC252725) together with any Group Companies from time to time, and, (where the context permits), includes each or any of them and "Company" means each or any of them
"Debts"	means all book and other debts at the date of the Debenture or in the future owing to the 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 "Debts" 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

"Encumbrance"

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

"Fixed Plant and Equipment"

means all plant, machinery or equipment of the Chargor of any kind (including, without limitation, all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) at the date of the Debenture 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

"Fixtures"

means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures

"Group"

means the Borrower and each of its Subsidiaries from time to time which is not dormant and **"Group Company"** and **"Group Companies"** shall be construed accordingly

"Guarantor"

means the Chargor and any of 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) and Qubefootware Limited (company number SC252725) insofar only as it covenants under Clause 2.12 of the Debenture to pay or discharge money due or owing from or liabilities of the Chargor, 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) and Qubefootware Limited (company number SC252725) to the Bank and **"Guarantors"** and **"Guarantee"** shall be construed accordingly

"Insurances"

means, in relation to the Chargor, all the right, title and interest of the Chargor, at the date of the Debenture or in the future, in or under any policy of insurance or assurance or to the proceeds thereof

"Intellectual Property"

means, in relation to the Chargor, all the right, title and interest of the Chargor, at the date of the Debenture or in the future, in or to any of the following -

- 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,

- ii any invention, copyright, design right or performance right,
- iii any trade secrets, know-how and confidential information, and
- iv the benefit of any agreement or licence for the use (by the Chargor or any other person) of any such right

"Intercreditor Deed"

means the intercreditor deed dated on or around the date of the Debenture between the Chargor, 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), the Bank, and the Bank of Scotland Plc as may be amended, supplemented novated, restated or replaced from time to time

"Land"

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 "Land" excludes heritable property situated in Scotland

"Loan Note Accounts"

means the accounts numbered 611020, 611039, 611046, 611053, 611061 and 611079 each held with the Bank of Scotland Plc in the name of JJB Sports Plc

"Loan Notes"

means the £170,478,001 variable rate secured loan notes 2011 constituted by JJB Sports Plc pursuant to an instrument dated 11 September 1998

"Loose Plant and Equipment"

means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles at the date of the Debenture or at any time owned by the Chargor 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

"Other Claims"

means, in relation to the Chargor, all rights, claims or obligations of any kind whatsoever at the date of the Debenture or at any time owed to the Chargor 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

"Receiver"

means any receiver appointed under the Debenture, and, where more than one receiver has been appointed, each of them

"Rents"

means, in relation to the Chargor, any sum payable to the Chargor (and any right to recover any such a sum) -

- 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,

- 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

"Secured Liabilities"

means all present and future liabilities and obligations of the Chargor 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 Chargor

"Securities"

means, in relation to the Chargor, all the right, title and interest of the Chargor, at the date of the Debenture 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 the Chargor in any other Company

"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 the date of the Debenture) and **"Subsidiaries"** shall mean all or any of them as appropriate

Schedule 2

The Secured Liabilities

Schedule 3

Short particulars of all the property mortgaged or charged

3 1 Charging clause

As security for payment of the Secured Liabilities, the Chargor with full title guarantee charged to the Bank -

- 3 1 1 by way of first legal mortgage all Land owned by the Chargor at the date of the Debenture,
- 3 1 2 by way of first fixed equitable charge all Land which the Chargor acquires in the future,
- 3 1 3 by way of separate first fixed charges -
 - (a) all the goodwill and uncalled capital of the Chargor, present or future,
 - (b) the Securities of the Chargor,
 - (c) the Insurances of the Chargor,
 - (d) the Intellectual Property of the Chargor,
 - (e) the Debts of the Chargor,
 - (f) the Rents of the Chargor,
 - (g) the Asset Contracts of the Chargor,
 - (h) the Other Claims of the Chargor,
 - (i) the Fixed Plant and Equipment of the Chargor, and
 - (j) the Loose Plant and Equipment of the Chargor,
- 3 1 4 by way of first floating charge all those Assets of the Chargor 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 the Chargor situated in Scotland

3.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture

4 2 Covenants

The Chargor 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 the Chargor and the Bank from time to time or by the Intercreditor Deed -

- 4 2 1 create any Encumbrance, or allow any Encumbrance to arise or continue, on or over any of the Assets, or
- 4 2 2 to part with or dispose of all or any of the Assets charged by way of fixed charge or mortgage, or

- 4 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

4 4 Application to Land Registry

The Chargor shall apply to the Chief Land Registrar for a restriction to be entered on the register of title of all registered land at the date of the Debenture or in the future owned by the Chargor in the following terms -

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of a charge dated [insert date] in favour of Barclays Bank PLC referred to in the charges register"

4 5 Deposit of deeds and title documents

The Chargor shall, subject to the rights of any prior mortgagee and in accordance with the terms of the Intercreditor Deed, deposit with the Bank and the Bank during the continuance of the security constituted by the Debenture shall be entitled to hold all deeds and documents of title relating to the Chargor's Land, Securities (including, without limitation, warrants and coupons) and Insurances

4 6 Further assurances

The Chargor shall, at its own expense, at any time when required by the Bank execute and deliver to the Bank -

- 4 6 1 a valid legal mortgage of any Land now or in the future owned by the Chargor,
- 4 6 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 the Chargor,
- 4 6 3 a legal assignment or other fixed security over all or any of its Intellectual Property,
- 4 6 4 a legal charge over all or any of its Securities,
- 4 6 5 a chattel mortgage over such chattels, plant, machinery, computers and/or other equipment of the Chargor as the Bank may specify,
- 4 6 6 a fixed charge or other fixed security over any of its Assets over which there is a floating charge,
- 4 6 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,
- 4 6 8 where any Chargor is incorporated in Scotland, such security under Scottish Law as the Bank may require,
- 4 6 9 a notice to any third party of any of the charges or assignments contained in the Debenture,
- 4 6 10 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

4 6 11 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

4 7 Other acts

Without prejudice to Clause 4 6 of the Debenture (as detailed at paragraph 4 6 above), the Chargor 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



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

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

COMPANY NO. 1024895
CHARGE NO. 32

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 COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 2 OCTOBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 OCTOBER 2008



P. Neel

