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CHFP025

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Please complete
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

[313]

1024895

584753/39

0145

Name of company

* JJB SPORTS PLC (the "Company")

Date of creation of the charge

06/10/08

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

The Debenture secures all present and future liabilities and obligations of the Company to the Lender (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Lender was the original creditor in respect thereof) including without limitation interest, commission, costs, charges and expenses charged by the Lender at rates agreed between it and the Company

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

KAUPTHING SINGER & FRIEDLANDER LIMITED (the "Lender") of Second Floor, 9 Colmore Row, Birmingham, West Midlands

Postcode B2 2BJ

Presentor's name address and
reference (if any)

Wragge & Co LLP
55 Colmore Row
Birmingham
B32AS

2000178/CGB/SLD4

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



A36

A1QFO3V2

11/10/2008

66

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 The Debenture charges by way of first legal mortgage all land now owned by the Company, including, without limitation, the land which is described in Schedule 3 of the Debenture,
- 2 It charges by way of first fixed equitable charge all land which the Company acquires in the future
- 3 It charges by way of separate first fixed charge the following assets of the Company
 - (a) all goodwill and uncalled capital, present or future,
 - (b) securities,
 - (c) insurance policies,
 - (d) intellectual property,
 - (e) debts,
 - (f) rents,
 - (g) asset contracts,
 - (h) all rights, claims and obligations owed to the Company capable of being satisfied by the payment of money, not covered by way of fixed charge under any other provisions of the Debenture,
 - (i) all fixed plant and equipment,
 - (j) all loose plant and equipment,
- 4 by way of first floating charge all those assets of the Company which are not for any reason effectively charged by the Debenture by way of fixed charge or mortgage, including, without limitation, any heritable property the Company situated in Scotland

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

W. R. S. G. L.

Date 10/10/08

On behalf of ~~[company]~~ [mortgagee/chargee] † KAUPTHING SINGER & FRIEDLANDER LIMITED

*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

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Particulars of a mortgage or charge (continued)

Please do not
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binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
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bold block lettering*

Company Number

1024895

Name of Company

JJB SPORTS PLC

limited

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

6 The Debenture contains a covenant that the Company will not, without the prior written consent of the Lender or save as expressly permitted pursuant to any facility agreement in place between such Company and the Lender from time to time or by an Intercreditor Deed entered into between the Company and others on 26 September 2008 and amended and acceded to by the Lender on 6 October 2008

- a) create any encumbrance, or allow any encumbrance to arise or continue, on or over any of the assets charged by the Debenture, or
- b) to part with or dispose of all or any of the assets charged by way of fixed charge or mortgage, or
- c) 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1024895
CHARGE NO. 33

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 6 OCTOBER 2008 AND CREATED BY JJB SPORTS PLC
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO KAUPTHING SINGER & FRIEDLANDER
LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 11 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 OCTOBER
2008

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES