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COMPANIES FORM No. 395

131820 / 13

Particulars of a mortgage or charge

395

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1315

1024895

Name of company

* JJB Sports plc (the "Chargor").

Date of creation of the charge

3 June 2009

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

A charge over an account given by the Chargor in favour of the Lender (the "Account Charge").

Amount secured by the mortgage or charge

1. The Chargor covenanted that it will on demand pay and discharge any or all of the Secured Liabilities when due.
2. The Chargor covenanted to pay interest on any sum demanded in accordance with Clause 3.1 of the Account Charge (set out at paragraph 1 above) until payment (both before and after judgement) at the Default Rate.

Note: Definitions used in this form 395 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 "Lender").

Postcode E14 5HP

Presentor's name address and
reference (if any):

Pinsent Masons LLP
CityPoint
One Ropemaker Street
London
EC2Y 9AH

0501/04002.07580 #22600172

Time critical reference

For official Use (02/00)

Mortgage Section

| Post room

FRIDAY



A13

A9C8CANC

12/06/2009

186

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached Schedule 2.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

None.

Signed

PENSENT NICKSONS LLP

Date

10 JUNE 2009

On behalf of ~~XXXXXX~~ [mortgagee/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:-

"Account"	means the account of the Chargor with the Lender in the name "Barclays Bank Re JJB Sports Plc" with sort code 209637, account number 63919730 'BBRE JJB' (as that account may from time to time be re-designated or re-numbered) and includes: (a) any suspense account referred to in the Account Charge; and (b) any new account opened pursuant to the Account Charge;
"Account Charge"	means the account charge dated 3 June 2009 and made between the Chargor and the Lender;
"Account Rights"	means all right title and interest (legal or beneficial or otherwise) of the Chargor in relation to each Account including without limitation all rights of the Chargor against the Lender or any other person in relation to the Account and all rights, claims or other entitlements the Chargor has in relation to the Deposit;
"Agent"	as defined in the Facilities Agreement, means "Barclays Bank PLC (registered number 1026167) of 1 Churchill Place, London, E14 5HP";
"Arranger"	as defined in the Facilities Agreement, means "Barclays Bank PLC (registered number 1026167) of 1 Churchill Place, London, E14 5HP";
"Charged Assets"	means all right, title and interest (including without limitation legal and beneficial) in and to: the Deposit; and the Account (including without limitation the Account Rights);
"Chargor"	means JJB Sports Plc (company number 1024895) whose registered office is at Challenge Way, Martland Park, Wigan, Lancashire, WN5 0LD;
"Company"	as defined in the Facilities Agreement, means JJB Sports Plc (company number 1024895) whose registered office is at Challenge Way, Martland Park, Wigan, Lancashire, WN5 0LD;
"Default Rate"	means the rate of interest specified in, and calculated in accordance with, clause 8.3 of the Facilities Agreement;
"Deposit"	means all or any of the amounts at the time of the Account Charge or from time to time after the date of the Account Charge deposited by or on behalf of the Chargor to the credit of the Account, and all other amounts which at any time may be standing to the credit of the Account, together with any interest accrued or accruing from time to time on any of those amounts and all rights of the Chargor in respect of those amounts or the Account;
"Event of Default"	as defined in the Facilities Agreement, "means any event or circumstance specified as such in Clause 21 (<i>Events of Default</i>)";
"Facilities Agreement"	means the term facilities agreement dated 5 April 2009 made between, among others, the Chargor as Borrower, the Lender and the Finance Parties referred to therein;

"Fee Letter"	any letter or letters dated on or about the date of the Facilities Agreement between the Arranger and the Company (or the Agent and the Company) setting out any of the fees"
"Finance Document"	means the Facilities Agreement, the Intercreditor Deed, each Transaction Security Document, any fee letter, any accession letter, any resignation letter and any other document designated as such by the Agent and the Company";
"Finance Party"	means the Agent, the Arranger or a Lender;
"Financial Collateral"	as defined in Regulations below, "means either cash or financial instruments";
"Intercreditor Deed"	means the intercreditor deed entered into on 29 April 2009 between the Agent, the original Lenders, the original borrower, the original guarantors and Bank of Scotland PLC;
"Lender"	means Barclays Bank PLC (registered number 1026167) of 1 Churchill Place, London, E14 5HP;
"LPA"	means the Law of Property Act 1925;
"Obligor"	as defined in the Facilities Agreement, "means a Borrower or a Guarantor";
"Regulations"	means the Financial Collateral Arrangements (No.2) Regulations 2003 (S.I.2003/2336) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements and "Regulation" means any of them;
"Secured Liabilities"	means any liability expressed to be due, owing or payable by the Chargor to any Finance Party on any current or other account or otherwise in any manner whatsoever (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise);
"Security Period"	means the period beginning on the date of the Account Charge and ending on the date on which the Lender is satisfied that the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and all facilities which might give rise to Secured Liabilities have terminated;
"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; and
"Transaction Security Document"	means each of the documents entered into by any obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of that obligor under any of the Finance Documents

SCHEDULE 2

SHORT PARTICULARS OF THE CHARGE

1. SECURITY

1.1 Charge

As a continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charged to the Lender by way of a first fixed charge, all of the Chargor's rights, title and interest from time to time in and to each Charged Asset.

2. PROVISIONS RELATING TO SECURITY

2.1 All Security under the Account Charge:

2.1.1 is created over present and future assets of the Chargor; and

2.1.2 is continuing security for the payment, discharge and performance of all the Secured Liabilities and will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate payment or discharge in whole or in part.

2.2 The Security created pursuant to the Account Charge by the Chargor is made with full title guarantee under the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in relation to such mortgage, charge or assignment are construed with the omission of:

2.2.1 the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994;

2.2.2 the words "except to the extent that" and all the words thereafter in Section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994; and

2.2.3 section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994.

2.3 Payment of the Deposit

Regardless of the terms on which moneys are credited to the Account, the Deposit will not accrue due or be payable to the Chargor until:

2.3.1 the Secured Liabilities have been paid and discharged in full; and

2.3.2 no Finance Party is under any obligation to make banking or other facilities available to the Chargor,

and until that time the Chargor shall not request, demand or claim to be entitled to withdraw the Deposit except (without prejudice to the Lender's rights under the Account Charge) as the Lender may in its absolute discretion from time to time permit.

3. NEGATIVE COVENANTS

The covenants in Clause 9 of the Account Charge (as set out in this paragraph 3) remain in force from the date of the Account Charge until the expiry of the Security Period.

3.1 Security

The Chargor agreed that it shall not create or permit to subsist any Security over the Account or any of the Deposit, nor do anything else prohibited by clause 20.3 (*Negative pledge*) of the Facilities Agreement.

3.2 Disposal

The Chargor agreed that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of the Account or any of the Deposit or Charged Assets.

3.3 Preservation of the Deposit

The Chargor agreed that it shall not take any Security in connection with its liability under the Account Charge from any guarantee of, or provider of Security for, any of the Secured Liabilities.

4. FURTHER ASSURANCE

4.1 Further assurance

The Chargor agreed that it shall promptly do whatever the Lender requires:-

4.1.1 to perfect or protect the Security created or expressed to be created by the Account Charge, or its priority; or

4.1.2 to facilitate the realisation of the Deposit or the exercise of any rights vested in the Lender,

including executing any transfer, conveyance, charge, assignment or assurance of the Account or the Deposit (whether to the Lender or its nominees or otherwise), making any registration and giving any notice, order or direction.

4.2 Documents

The Chargor agreed that it shall promptly execute and/or deliver to the Lender such documents relating to the Account and the Deposit as the Lender requires.

5. PRESERVATION OF SECURITY

5.1 Continuing Security

The Account Charge shall be a continuing security to the Lender and shall remain in force until expressly discharged in writing by the Lender notwithstanding any intermediate settlement of account or other matter or thing whatsoever.

5.2 Additional Security

The Account Charge is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Lender may have at the time of the date Account Charge or at any time in the future for or in respect of any of the Secured Liabilities.

5.3 Tacking

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Lender confirms that it shall make further advances to the Obligors on the terms and subject to the conditions of the Finance Documents.

5.4 Deferral of Chargor's rights

During the Security Period and unless the Lender otherwise directs, the Chargor shall not exercise any rights which it may have by reason of performance by its obligations under the Account Charge or the enforcement of the Security created by the Account Charge:-

- 5.4.1 to receive or claim payment from, or be indemnified by an Obligor;
- 5.4.2 to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Finance Documents;
- 5.4.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by the Lender;
- 5.4.4 to exercise any right of set-off against any Obligor; and/or
- 5.4.5 to claim or prove as a creditor of any Obligor in competition with the Lender.

6. AMENDMENTS AND VARIATIONS

- 6.1 The Account Charge shall remain in full force and effect notwithstanding any amendment, restatement, novation or supplementation of the Finance Documents (including any increase in the amount of the Secured Liabilities).



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1024895
CHARGE NO. 35**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER AN ACCOUNT
DATED 3 JUNE 2009 AND CREATED BY JJB SPORTS PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANY FINANCE PARTY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 12 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JUNE 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES