

MG01

Particulars of a mortgage or charge



225398/65

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
particulars of a charge for a
company. To do this, please
form MG01s

FRIDAY



"A188CMU3"

A07

04/05/2012

#244

COMPANIES HOUSE

1 Company details

Company number 0 1 0 2 4 8 9 5

Company name in full JJB Sports PLC (the "Charging Company")

37

→ **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 27 04 2012

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

Guarantee and debenture dated 27 April 2012 made between the Charging Company (among
others) (1) in favour of Lloyds TSB Bank plc as Security Agent for the Finance Parties (as defined
in the Continuation Pages to Section 6 of this Form MG01) (2) (the "Debenture")

4 Amount secured

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

Amount secured

The Secured Sums (as defined in the Continuation Pages to Section
6 of this Form MG01)

References to the Debenture or to any other document (including any
Finance Document) include references to this Debenture or such
other document as varied in any manner from time to time, even if
changes are made to the composition of the parties to the Debenture
or such other document or to the nature or amount of any facilities
made available under such other document

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

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 Lloyds TSB Bank plc (as Security Agent for the Finance Parties)

Address 2nd Floor, 125 Colmore

Birmingham

Postcode B 3 2 D S

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

In this Section 6 references to clauses and Schedules are to clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets as follows:

Particulars of property mortgaged or charged

1 The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned to the Security Agent

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,
- (b) all its rights, title and interest from time to time in respect of the Hedging Documents, and
- (c) all its rights, title and interest from time to time in respect of all the Asset Contracts except the Excluded Leases

Please see continuation pages attached

MG01**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 *Mark Lewis* *Michael Lee* X

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

MG01

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 **F1/Aaron Goldberg**

Company name **Hogan Lovells International LLP**

Address **Atlantic House**

Holborn Viaduct

Post town **London**

County/Region

Postcode **E C 1 A 2 F G**

Country **United Kingdom**

DX **57 London Chancery Lane**

Telephone **+44 (20) 7296 2000**



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 or email 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

MG01 - continuation page
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	<p style="text-align: right;">Continuation page 1 of 15</p> <p>2 The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent</p> <p>(a) by way of legal mortgage, all Land except the Excluded Leases in England and Wales vested in it at the Debenture Date and registered at the Land Registry as described in Schedule 3 (<i>Registered Land to be mortgaged</i>) and repeated in Schedule 2 to this Form MG01 (<i>Properties</i>),</p> <p>(b) by way of legal mortgage, all Land except the Excluded Leases in England and Wales vested in it at the Debenture Date and not registered at the Land Registry,</p> <p>(c) by way of fixed charge (to the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 3 2(a) or assigned pursuant to Clause 3 1 (a))</p> <p style="padding-left: 20px;">(i) all other Land except the Excluded Leases which is at the Debenture Date, or in the future becomes, its property,</p> <p style="padding-left: 20px;">(ii) all interests and rights in or relating to Land except the Excluded Leases or the proceeds of sale of Land (with the exception of the Excluded Leases) at the Debenture Date or in the future belonging to it,</p> <p style="padding-left: 20px;">(iii) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3 2 (repeated above),</p> <p style="padding-left: 20px;">(iv) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,</p> <p style="padding-left: 20px;">(v) all Specified Securities which are at the Debenture Date its property, including all proceeds of sale derived from them,</p> <p style="padding-left: 20px;">(vi) all Specified Securities in which the Charging Company may in the future acquire an interest (legal or equitable), including all proceeds of sale derived from them,</p> <p style="padding-left: 20px;">(vii) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Securities,</p> <p style="padding-left: 20px;">(viii) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Securities,</p> <p style="padding-left: 20px;">(ix) where Specified Securities are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Securities,</p> <p style="padding-left: 20px;">(x) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Charge Assets or which are at the Debenture Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them),</p> <p style="padding-left: 20px;">(xi) all its goodwill and uncalled capital for the time being,</p> <p style="padding-left: 20px;">(xii) all Specified Intellectual Property belonging to it,</p>	

MG01 - continuation page
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	<p style="text-align: right;">Continuation page 2 of 15</p> <ul style="list-style-type: none"> (xiii) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, (xiv) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, (xv) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world, (xvi) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world, (xvii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in Clause 3 2 (c) (xii) to (xvi) inclusive (repeated as 2(c)(xii) to (xvi) inclusive above), (xviii) all trade debts at the Debenture Date or in the future owing to it, (xix) all Intra-Group Receivables, (xx) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group, (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Charge Asset, (xxii) all bank accounts, cash at bank and credit balances of the Charging Company with any bank or other person and all rights relating or attaching to them (including the right of interest) existing at the Debenture Date or in the future, (xxiii) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged or assigned by fixed charge under the foregoing provisions of Clause 3 2 (repeated above in this MG01), (xxiv) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future, and (xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them <p>3 The Charging Company, with full title guarantee, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge</p> <ul style="list-style-type: none"> (a) all its Assets except to the extent that such Assets are for the time being effectively assigned by way of security by Clause 3 1 or charged by any fixed charge referred to in Clause 3 2 including any Assets comprised within a charge which is reconverted under clause 4 4 (Reconversion), and (b) without exception, all its Assets insofar as they are for the time being situated in Scotland, 	

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="349 454 986 479">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="1107 539 1410 564" style="text-align: right;">Continuation page 3 of 15</p> <p data-bbox="432 595 1410 797">but in each case so that the Charging Company shall not create any Security Interest over any such Asset (whether having priority over, or ranking <i>par passu</i> with or subject to, this floating charge) or take any other step referred to in clause 7 (<i>Negative pledge and other restrictions</i>) with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business and/or as permitted in accordance with the terms of the Finance Documents</p> <p data-bbox="544 882 1203 907" style="text-align: center;">Covenants and Restrictions contained in the Debenture</p> <p data-bbox="349 936 1410 1077">4 By clause 6 2 (<i>No derogation</i>), the Charging Company agreed not to purport, other than as expressly permitted by the Finance Documents, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery</p> <p data-bbox="349 1106 1410 1189">5 By clause 7 (<i>Negative Pledge and Other Restrictions</i>) the Charging Company agreed that it shall not (save as provided for in the Intercreditor Agreement or as permitted under the Finance Documents)</p> <p data-bbox="432 1218 1410 1359">(a) create, or agree or attempt to create, or permit to subsist, any Security Interest (except under the Debenture, the Existing Security or the Finance Documents) or any trust over any of its Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of such Charging Company's business) to arise or subsist over any of its Assets, and/or</p> <p data-bbox="432 1388 1410 1471">(b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Charge Assets, or part with possession or ownership of them, or purport or agree to do so</p> <p data-bbox="349 1500 1410 1559">6 By clause 12 2 (<i>Negative covenants</i>) the Charging Company agreed that it shall not, without the prior written consent of the Security Agent</p> <p data-bbox="432 1588 1410 1700">(a) carry out any substantial building work on its Land or make any structural alteration to any building on its Land or apply for any planning consent for the development or change of use of its Land, or at any time sever, remove or dispose of any fixture on it,</p> <p data-bbox="432 1729 1410 1841">(b) enter into onerous or restrictive obligations affecting its Land or create or permit to arise any overriding interest or any easement or burden or right whatever in or over it which might adversely affect its value or the value of the security constituted by the Debenture over it,</p>

MG01 - continuation page
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	<p style="text-align: right;">Continuation page 4 of 15</p> <p>(c) exercise any power of leasing in relation to its Land, or accept surrenders or renunciations of leases of its Land, or agree to do so,</p> <p>(d) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land (except any lease or tenancy agreement granted to it),</p> <p>(e) make any election to waive the exemption under paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in its capacity as landlord of any Land,</p> <p>(f) part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it), or</p> <p>(g) share the occupation of its Land with any other person or agree to do so</p> <p>7 By clause 14 3 (<i>Negative covenants</i>) the Charging Company agreed that it shall not, without the prior written consent of the Security Agent</p> <p>(a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so, or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights,</p> <p>(b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to its Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance,</p> <p>(c) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered,</p> <p>(d) amend the specification or drawings referred to in any granted patent, or</p> <p>(e) use the Security Agent's name in or join the Security Agent into any proceedings relating to infringement or ownership of its Intellectual Property Rights</p> <p>8 By clause 15 4 (<i>Negative covenant</i>) the Charging Company covenanted with the Security Agent that it would not, without the prior written consent of the Security Agent consent to its Specified Securities being consolidated, sub-divided or converted or any rights attached to them being varied</p>

MG01 - continuation page

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	<div style="text-align: right;">Continuation page 5 of 15</div> <p style="text-align: center;">Definitions</p> <p>In this Form MG01 the following expressions shall have the meanings respectively set out below</p> <p>"Act" means the Companies Act 2006,</p> <p>"Asset Contracts" means all the rights of the Charging Company, at the Debenture Date or in the future, arising out of or in connection with any agreement.</p> <p>(a) for the acquisition of any property (real or personal) by the Charging Company (except to the extent that such rights amount loan interest in land effectively charged by way of legal mortgage or fixed charge by clause 3 2) including without limitation, any option to acquire property, or</p> <p>(b) for the hire, hire purchase, lease or loan of any property (real or personal), to the Charging Company (except as aforesaid),</p> <p>"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them,</p> <p>"Chargors" means the companies listed in Schedule 1 (<i>Chargors</i>) and repeated in Schedule 1 to this Form MG01 (<i>Chargors</i>) and (with effect from its accession) each other company which executes a Deed of Accession and Charge (as defined in the Debenture),</p> <p>"Debenture Date" means 27 April 2012,</p> <p>"Derivative Rights" includes</p> <p>(a) allotments, rights, money or property arising at any time in relation to any of the Securities by way of conversion, exchange, redemption, bonus, preference, option or otherwise,</p> <p>(b) dividends, distributions, interest and other income paid or payable in relation to any Securities, and</p> <p>(c) stock, shares and securities offered in addition to or substitution for any of the Securities,</p> <p>"Event of Default" means any event or circumstances specified as such in the Facilities Agreement, the Junior Loan Note Instrument and/or the Third Facilities Agreement,</p> <p>"Excluded Leases" means all leases existing as at the Debenture Date which have a term of less than 15 years remaining,</p>

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	Continuation page 6 of 15
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>"Existing Security" shall have the meaning set out in the Debenture,</p> <p>"Facilities Agreement" means the working capital facility agreement as originally dated 3 April 2009 and as amended or amended and restated on 23 September 2009, 12 October 2009, 26 January 2010, 25 February 2010, 31 March 2010, 31 March 2010, 27 September 2010, 7 December 2010, 23 December 2010, 31 January 2011, 1 February 2011 and 27 April 2011 made between BoS, the Parent and the others, and as further amended and restated on 27 April 2012 made between Lloyds TSB Bank plc, the Parent and others,</p> <p>"Finance Document" means any Senior Finance Document or Junior Finance Document,</p> <p>"Finance Parties" means the Security Agent and the Lenders,</p> <p>"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage or fixed charge created by clause 32 (<i>Creation of fixed security</i>) or arising on crystallisation of a floating charge whether under clause 4 (<i>Crystallisation</i>) or otherwise,</p> <p>"Group" means the Parent and its Subsidiaries for the time being,</p> <p>"Hedging Documents" means any master agreement, confirmation, schedule or other agreement entered into by Lloyds TSB Bank plc and any Charging Company for the purpose of hedging interest rate liabilities and/or exchange rate risks,</p> <p>"Insurance Policy" means any contract or policy of insurance of any Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Charging Company or (to the extent of its interest) in which any Charging Company has an interest at any time,</p> <p>"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products), anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights,</p> <p>"Intellectual Property Rights" means all and any of the Charging Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets charged by it pursuant to Clause 32 (<i>Creation of fixed security</i>) (c)(xii) to (xvii) inclusive,</p> <p>"Intercreditor Agreement" means the intercreditor agreement entered into, amongst others, the Finance Parties and dated 4 April 2012,</p> <p>"Intra-Group Receivables" means all amounts owing, from time to time, from a member of the Group to a Charging Company,</p>	

MG01 - continuation page
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

Continuation page 7 of 15

"Junior Finance Documents" means the Junior Loan Note Documents, the Third Lender Documents, the Intercreditor Agreement, the Debenture, the Scottish Bonds and Floating Charges, and the Irish Documents (where terms referred to in this definition shall have the meaning given to them in the Debenture),

"Indebtedness" means any obligation for the payment or repayment of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, fees and other charges,

"Land" includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),

"Land Registry" means the land registry for England and Wales,

"Lenders" shall have the meaning given to it in the Debenture,

"Parent" means JJB Sports PLC a limited liability company incorporated in England and Wales under the Companies Acts (as defined in the Act) with registered number 01024895,

"Receivables" means all sums of money receivable by the Charging Company at the Debenture Date or in the future consisting of or payable under or derived from any Asset described in clause 3.2 (Creation of fixed security),

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Securities,

"Secured Sums" means all Indebtedness at the Debenture Date or in the future due, owing or incurred to each Finance Party under or in connection with the Finance Documents (a) by the Charging Company and (b) by each other Chargor (except as Guarantor for the Charging Company) in each case whether on or after the Security Agent's written demand,

"Securities" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part II, Schedule 2 of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depositary interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Securities by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise,

"Security Agent" means Lloyds TSB Bank plc acting as security agent and trustee for the Finance Parties and includes any successor appointed by the Lenders pursuant to the Intercreditor Agreement,

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MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	Continuation page 8 of 15
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>"Security Interest" includes any mortgage, standard security, charge, pledge, lien, hypothecation, assignment by way of security, assignation, trust, title retention or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Senior Finance Documents" means the Facilities Agreement, the Debenture, the Scottish Bonds and Floating Charges, the Irish Documents, the Hedging Agreements, the Intercreditor Agreement, the Amendment and Restatement Agreements, any document evidencing the Ancillary Facilities, and any other document entered into by any Charging Company in connection with any of the foregoing and any variation to it, and any other document or agreement entered into from time to time which is designated as such by the Parent and the Security Agent (where terms referred to in this definition shall have the meaning given to them in the Debenture),</p> <p>"Specified Intellectual Property" means the Intellectual Property listed in Schedule 8 (<i>Specified Intellectual Property</i>), repeated as Schedule 3 to this Form MG01 (<i>Specified Intellectual Property</i>),</p> <p>"Specified Securities" means, in relation to a Charging Company, all Securities</p> <ul style="list-style-type: none"> (a) which at the Debenture Date or in the future represent a holding in a Subsidiary (other than Qubefootwear Limited (in liquidation) (company number SC252725) and Original Shoe Company Limited (in liquidation) (company number SC191917)) of such Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority", (b) which are at the Debenture Date or in the future held in the name of the Security Agent or its nominee or to its order, or (c) the certificates for which are at the Debenture Date or in the future deposited by such Charging Company with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee, <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Act and disregarding for this purpose the fact that any shares in that undertaking may be held by way of security and the beneficiary of that security (or a nominee of that beneficiary) may be registered as a member of the relevant undertaking, and</p> <p>"Third Lender Documents" means the Third Facilities Agreement (as defined in the Debenture) and the Intercreditor Agreement</p>	

MG01 - continuation page
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

Continuation page 9 of 15

Schedule 1

The Chargors

Company name	No	Address for service and fax number
Blane Leisure Limited	SC109050	56/58 Argyle Street, Glasgow, Lanarkshire, G2 8AF
SSL Retail Limited	1296016	Challenge Way, Martland Park, Wigan, Lancashire, WN5 0LD
Sports Division Limited	SC144753	56/58 Argyle Street, Glasgow, Lanarkshire, G2 8AF
JJB Card Services Limited	4330148	Challenge Way, Martland Park, Wigan, Lancashire, WN5 0LD
Golf TV Limited	04175859	Challenge Way, Martland Park, Wigan, Lancashire, WN5 0LD
TV Sports Shop Limited	04912768	Challenge Way, Martland Park, Wigan, Lancashire, WN5 0LD
Sports Division (Eireann) Limited	234356	Unit 403, Blanchardstown Centre, Dublin 15, Ireland

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

Continuation page 10 of 15

**Schedule 2
Properties**

Title Number	Registered Proprietor	Description of Property	Freehold/Leasehold	Lease expiry
GM718947	JJB SPORTS PLC	Land on the South West side of Challenge Way, Wigan	Freehold	-
GM811302	JJB SPORTS PLC	Land and buildings lying to the South of Challenge Way, Wigan	Freehold	-
GM811303	JJB SPORTS PLC	Land and Buildings lying on the south side of Challenge Way, Wigan	Freehold	-
GM869142	JJB SPORTS PLC	Land lying to the South of Challenge Way, Wigan	Freehold	-
GM869146	JJB SPORTS PLC	Land lying to the South of Challenge Way, Wigan	Freehold	-
MAN14362	JJB SPORTS PLC	Land and buildings lying to the south of Walthew House Lane, Wigan	Freehold	-
AGL165562	JJB SPORTS PLC	Unit 3, Lombardy Retail Park, Coldharbour Lane, Hayes (UB3 3EX)	Leasehold	28/09/2031
CL189731	JJB SPORTS PLC	Unit 3, Threemilestone Retail Park, Greenbottom, Chacewater, Truro (TR4 8GA)	Leasehold	23/06/2027
CU186728	JJB SPORTS PLC	Unit 7 Kendal Development, Queen Kathernes Avenue, Kendal, (LA9 6DU)	Leasehold	1602/2028
EX727194	JJB SPORTS PLC	43 Harvey Centre, Harlow (CM20 1XP)	Leasehold	18/03/2029
MAN93121	JJB SPORTS PLC	Unit Lsuo5, Grand Arcade Shopping Centre, Millgate, Wigan	Leasehold	24/12/2031
WK426867	JJB SPORTS PLC	Unit 26, Ropewalk Shopping Centre, Chapel Street, Nuneaton (CV11 5TZ)	Leasehold	23/06/2030
WM934128	JJB SPORTS PLC	Unit 1, 14-28 Corporation Street, Birmingham (B2 4RN)	Leasehold	24/12/2032

MG01 - continuation page
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		Continuation page 11 of 15		
		Schedule 3		
		Specified Intellectual Property		
Company	Trade Mark	Jurisdiction	Date Registered	
JJB Sports Plc	OLYMPUS (2,468,009 Class 3)	UK	27/09/2007	
	jib sports (2,469,913 Class 3,5,9,10,12,14,16,18,20-22,24,...)	UK	11/10/2007	
	jib sports (2,469,923 Class 3,5,9,10,12,14,16,18,20-22,24,...)	UK	11/10/2007	
	jib sports (980,695 Class 3,5,9,10,12,14,16,18,20-22,24,...)	International	11/04/2008	
	PRO PERFORMANCE (2,319,465 Class 5,18,25,28,30,32)	European Community	27/07/2001	
	Pacific Rim (2,333,001 Class 9)	UK	22/05/2003	
	HYDRO (2,385,437 Class 9,12,18,28)	UK	25/02/2005	
	GLIDER (2,385,440 Class 9,12,18,25,28)	UK	25/02/2005	
	CRUISE (2,385,441 Class 9,12,18,28)	UK	25/02/2005	
	ARIZONA (2,385,443 Class 9,11,12)	UK	25/02/2005	
	FANTOM (2,385,446 Class 9,11,12)	UK	25/02/2005	
	FUGITIVE (2,385,448 Class 9,11,12,18,28)	UK	25/02/2005	
	(2,385,708a Class 9,11,12,18,25,28,30,32)	UK	28/02/2005	
	(2,385,708b Class 9,11,12,18,25,28,30,32)	UK	28/02/2005	
	(2,385,710 Class 9,11,12,25,28)	UK	28/02/2005	
	PRO-ARMOUR (2,399,935 Class 9,25,28)	UK	22/08/2005	
	(2,399,936 Class 9,25,28)	UK	22/08/2005	
	RUN - 365 COMMITTED TO RUNNINGR+ (2,405,783 Class 9,18,25,28)	UK	5/11/2005	
	KOBE (2,428,900 Class 9,12,18,25,28)	UK	03/08/2006	

MG01 - continuation page
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			Continuation page 12 of 15
	RUN 365 PULSE (2,570,521 Class 9,18,21,25,28)	UK	28/01/2011
	NORTH TRAIL (2,574,590 Class 9,11,12,18,20,22,28)	UK	09/03/2011
	SWIMH20 (2,576,926 Class 9,18,25,28)	UK	31/03/2011
	BIONIX RUGBY (2,579,444 Class 9,25)	UK	26/04/2011
	MOUNTAIN RIDGE (2,319,572 Class 9,12,28)	European Community	27/07/2001
	JJB.F.C. (2,628,949 Class 9,16,25,35,36)	European Community	25/03/2002
	MTN RIDGE (9,049,628 Class 9,12,28)	European Community	22/04/2010
	Sports Luxe LONDON APPAREL (9,703,166 Class 9,18,25)	European Community	01/02/2011
	SWIMH20 (1,085,332 Class 9,18,25,28)	International	27/04/2011
	WARRIOR (2,385,444 Class 11,12,18)	UK	25/02/2005
	VOGUE (2,385,445 Class 11,12)	UK	25/02/2005
	DESTROYER (2,385,447 Class 11,12,28)	UK	25/02/2005
	LTS (1,585,909 Class 12)	UK	31/10/1994
	OLYMPUS SPORT/OLYMPUS SPORT (2,043,022a Class 12,18,20,22,25,28,35)	UK	31/10/1995
	DAKOTA (2,391,826 Class 12)	UK	13/05/2005
	BIKE SHOP (2,471,565 Class 12,35)	UK	06/11/2007
	OLYMPUS SPORT (2,003,997 Class 16,18,25,28,36)	UK	20/11/1994
	OLYMPUS SPORT (1,183,800 Class 18,25,28)	UK	21/10/1982
	LADY OLYMPUS (1,193,768 Class 18,25,28)	UK	11/04/1983
	SPORTSAVE (1,399,882 Class 18,25,28)	UK	15/09/1989
	(1,412,328 Class 18,25,28)	UK	02/01/1990

MG01 - continuation page
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

Continuation page 13 of 15

	OLYMPUS SPORTSWORLD (1,561,439 Class 18,25,28)	UK	31/10/1994
	OLYMPUS (2,002,295 Class 18,25,28,36)	UK	18/11/1994
	FRONT-RUNNER (2,012,591 Class 18,25,28,39)	UK	28/02/1995
	PRO PERFORMANCE (2,260,472 Class 18,25,28)	UK	07/02/2001
	Olympus (2,309,765 Class 18,25,28)	UK	05/09/2002
	wear/wear (2,314,687 Class 18,25,28,35)	UK	01/11/2002
	JJB Fitness Club/JJB Fitness Clu+ (2,333,440 Class 18,25,41,43,44)	UK	30/05/2003
	THE AUSSIES (2,385,711 Class 18,25,28)	UK	28/02/2005
	XV (2,385,714 Class 18,25,28)	UK	28/02/2005
	OLYMPUS (2,385,716 Class 18,25,28)	UK	28/02/2005
	JJB teamwear (2,404,158 Class 18,25,28,35)	UK	17/10/2005
	JJB F C TEAMWEAR (2,404,198 Class 18,25,28,35)	UK	18/10/2005
	SOUTHPAW (2,464,228 Class 18,25,28)	UK	10/08/2007
	FITNESSFREEK/FITNESS FREEK (2,557,530 Class 18,25,28)	UK	27/08/2010
	TRAVEL FOX (405,860 Class 18,25,28)	European Community	27/11/1996
	TRAVEL FOX (437,533 Class 18,25,28)	European Community	27/11/1996
	Golf Master (2,319,325 Class 18,25,28)	European Community	27/07/2001
	PRO PERFORMANCE (5,002,464 Class 18,25,28)	European Community	06/04/2006
	680,564a Class 18,25 Registered	International	
	OLYMPUS SPORT (789,442 Class 18,25,28)	International	30/09/2002
	TRAVEL FOX (1,072,212 Class 18,25,28)	International	17/02/2011
	MOUNTAIN RIDGE (2,410,314 Class 20,22)	UK	05/01/2006
	ALASKAN (2,477,680 Class 22)	UK	23/01/2008
	GOLF MASTER (B735,837 Class 25)	UK	08/11/1954

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Loanform International 5/10

MG01 - continuation page
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

Continuation page 14 of 15

PERFORMANCE (1,127,846 Class 25)	UK	30/01/1980
Travel FOX (1,399,292 Class 25)	UK	25/09/1989
NORTH TRAIL (1,563,034 Class 25)	UK	21/02/1994
METEOR (2,385,749 Class 25,28)	UK	01/03/2005
TOTALMENSWEAR\totalmenswear TOTA+ (2,428,525 Class 25,35)	UK	29/07/2006
TOTALFASHION\totalfashion\TOTAL + (2,428,901 Class 25,35)	UK	03/08/2006
TOTALWOMAN\totalwoman\TOTAL WOMA+ (2,428,902 Class 25,35)	UK	03/08/2006
ORIGINAL SHOE COMPANY (2,477,682 Class 25,35)	UK	23/01/2008
OSC (2,477,684 Class 25,35)	UK	23/01/2008
OSC (2,477,692 Class 25,35)	UK	23/01/2008
OSC Original Shoe Company\OSC Or+ (2,477,693 Class 25,35)	UK	23/01/2008
SKIN DYNAMICS (2,482,918 Class 25)	UK	20/03/2008
NO SUBJECT (2,491,334 Class 25)	UK	27/06/2008
Glitzzy Chick (2,508,397 Class 25)	UK	04/02/2009
Slogger/Slogger (2,563,900 Class 25,28)	UK	10/11/2010
FUGITIVE (2,574,559 Class 25)	UK	10/03/2011
JJB SPORTS (1,759,505 Class 25,28,35)	European Community	17/07/2000
JJB (4,049,375 Class 25,28,35)	European Community	23/09/2004
JJB (4,049,391 Class 25,28,35)	European Community	23/09/2004

MG01 - continuation page
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

Continuation page 15 of 15

JJB (856,327 Class 25,28,35)	International	05/11/2004
JJB sports (975,725 Class 25,28,35)	International	11/04/2008
BIG EZEE (2,384,310 Class 28)	UK	11/02/2005
F.A.S.T (2,432,483 Class 28)	UK	14/09/2006
CUBIC SERIES (2,456,408 Class 28)	UK	23/05/2007
F.A.S.T FLIGHT ADJUSTMENT SYSTEM+ (2,464,232 Class 28)	UK	15/08/2007
K1 F.A.S.T (2,472,277 Class 28)	UK	10/11/2007
GREAT BIG EZEE (2,495,540 Class 28)	UK	18 /08/2008
F.A.S.T (908,052 Class 28)	International	30/11/2006
K1 F.A.S.T (953,791 Class 28)	International	21/12/2007
BRANDODOLOGY (2,407,551 Class 35)	UK	22/11/2005
JJB SPORTS TV/JJB SPORTS TV (2,431,606 Class 35,38,41)	UK	01/09/2006
PRO PERFORMANCE (2,466,070 Class 35)	UK	06/09/2007
WELCOME SPORTS (2,467,485 Class 35)	UK	21/09/2007
EURO DISCOUNT GOLF (2,475,251 Class 35,41)	UK	17/12/2007
OLYMPUS SPORTS WORLD (2,002,298 Class 36)	UK	18/11/1994
PRO PERFORMANCE (2,003,530 Class 36)	UK	30/11/1994



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

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

**COMPANY NO. 1024895
CHARGE NO. 37**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 27 APRIL 2012 AND CREATED BY JJB SPORTS PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY AND FROM EACH OTHER CHARGOR (EXCEPT AS
GUARANTOR FOR THE COMPANY) TO EACH 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 25 OF THE COMPANIES ACT 2006 ON THE 4 MAY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 MAY 2012



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