

MG04

Statement that part [or the whole] of the property
charged (a) has been released from the charge;
(b) no longer forms part of the company's property



✓ **What this form is for**
You may use this form to
register a statement that part
or the whole of the property
has a) been released from
the charge or b) ceased to
form part of the property

✗ **What this form is NOT for**
You cannot use this form to
register a statement that part or
the whole of the property a) has
been released from the charge
or b) no longer forms part of
the company's property, for a
company registered in Scotland
To do this, please use MG04s

For further information, please



A1J7GPR7
A08 09/10/2012 #37
COMPANIES HOUSE

TUESDAY

1 Company details
Company number 0 1 0 2 4 8 9 5
Company name in full JJB Sports plc (in administration) (the "Charging Company")

3 7 For official use
→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Creation of charge
Date charge created ^d2 ^d7 ^m0 ^m4 ^y2 ^y0 ^y1 ^y2 ✓
Description **1** Guarantee and debenture granted by, among others, the Charging
Company in favour of Lloyds TSB Bank plc (the "Debenture")
Date of registration **2** ^d0 ^d4 ^m0 ^m5 ^y2 ^y0 ^y1 ^y2 ,

- 1** You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'
- 2** The date of registration may be
confirmed from the certificate

**3 Name and address of chargee(s), or trustee(s) for the
debenture holders**

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders
Name Lloyds TSB Bank plc (as Security Agent for the Finance Parties)
Address 25 Gresham Street
London
Postcode E C 2 V 7 H N
Name
Address
Postcode
Name
Address
Postcode

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

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Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Continuation page

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

Short particulars

In this Section 4 references to clauses and schedules are to clauses of, and schedules to, a deed of release of security between, among others, LTSB and the Charging Company dated 1 October 2012 (the "**Deed of Release**") unless otherwise specified

Definitions used in this Form MG04 are set out at the end of the Continuation Pages to this Section 4

Please see Continuation Pages to this Section 4

5

Property released or ceased to belong to the company

I confirm that with respect to the charge described above that ①

- ☒ part of the property
☐ the whole of the property

has ①

- ☐ been released from the charge
☐ ceased to form part of the company's property or undertaking
☒ been released from the charge and ceased to form part of the company's property

① Please tick one box only

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Signature

Please sign the form here

Signature

Signature

X *Hogan Lucille International Ltd* X

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

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Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

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Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

Particulars of property released under the Deed of Release

Under clause 2 (*Release*) of the Deed of Release, LTSB unconditionally and irrevocably re-assigned, re-conveyed, surrendered, discharged and released to each Administration Company the Assets and Properties from the Security created by or pursuant to the Security Documents

Under clause 3 (*Continuing Liability*) of the Deed of Release, each Chargor agreed that the Deed of Release did not discharge the Chargors from

- (a) their liabilities to LTSB or any other beneficiaries remaining outstanding at the date of the Deed of Release, or
- (b) any security other than as released in accordance with clause 2 (*Release*) of the Deed of Release

Under clause 3 (*Continuing Liability*) of the Deed of Release, the Charging Company and each other Chargor confirmed that, notwithstanding the releases effected by the Deed of Release and subject to the Legal Reservations

- (a) each of the Transaction Security Documents to which it is a party will remain in full force and effect and will continue to constitute its legal, valid and binding obligations of the relevant Chargor enforceable in accordance with their terms, and
- (b) except to the extent expressly released under the Deed of Release, the security created by the Transaction Security Documents to which it is a party will continue in full force and effect and the guarantees given by it in the LTSB Documents and the Junior Finance Documents (as applicable) will continue in full force and effect

Definitions

In this Form MG04 the following expressions shall have the meanings respectively set out below

"Administration Company" means the Charging Company, Blane Leisure Limited (in administration) a company registered with number SC109050 and SSL Retail Limited (in administration) a company incorporated and registered under the laws of England and Wales with number 1296016,

"Administrators" means collectively the JJB Administrators, the Blane Administrators and the SSL Administrators,

"Assets" means

- (a) the Equipment,
- (b) the Stock,
- (c) the Assigned Intellectual Property Rights,
- (d) the IP Licences,

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Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (e) the Goodwill,
- (f) the benefit, subject to the burden, of the Contracts, and
- (g) all rights to pursue the Umbro Claim,

each defined term as defined in the Unconditional Asset Sale Agreement,

"Blane Administrators" means Brian Green, David Costley-Wood and Blair Nimmo,

"BoS" means Bank of Scotland plc,

"Chargor" means each company (including the Charging Company) listed in the schedule to the Deed of Release,

"Debenture 2008" means a debenture between, among others, BoS (as transferred from BoS to LTSB pursuant to the Part VII Order) and the Administration Companies, dated 26 September 2008,

"Debenture 2009" means a debenture between, among others, BoS (as transferred from BoS to LTSB pursuant to the Part VII Order) and the Administration Companies, dated 3 June 2009,

"Freehold Properties" means

- (a) GM869142 Land lying to the south of Challenge Way, Wigan,
- (b) GM869146 Land on the south side of Challenge Way, Wigan,
- (c) GM718947 Land on the south west side of Challenge Way, Wigan,
- (d) GM811303 Land and buildings lying on the south side of Challenge Way, Wigan,
- (e) GM811302 Land and buildings lying to the south of Challenge Way, Wigan, and
- (f) MAN14362 Land and buildings lying to the south of Walthew Lane, Wigan,

"Intercreditor Agreement" means the intercreditor agreement dated 4 April 2012 between, among others, the Administration Companies, LTSB as Security Agent and Senior Lender, Dick's Sporting Goods Inc as Junior Lender and Adidas (U K) Limited, as supplemented by a deed of amendment dated 27 April 2012,

"JJB Administrators" means Brian Green, David Costley-Wood and Richard Fleming,

"Junior Finance Documents" has the meaning given to it in the Intercreditor Agreement,

"Leasehold Properties" means

- (a) Unit A, Great Bridge Retail Park, Great Bridge Street, West Bromwich, B70 1OD,
- (b) 11A Upper Mall and ancillary storage unit, Royal Priors Shopping Centre,

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Leamington Spa, CV32 4YA,

- (c) Unit 1 Kirkstall Valley Retail Park, Leeds,
- (d) Unit 3 Racecourse Retail Park, Ormskirk Road, Liverpool,
- (e) 2 Oldbury Green Park, Round Greens Road, Oldbury, West Midlands, B69 1DD,
- (f) 1 The Goldstone Retail Park, Old Shoreham Road, Hove, East Sussex, BN1 5DD,
- (g) Unit 6 Kingsway Retail Park, Kingsway, Rochdale,
- (h) Unit B2 Mostyn Champneys Retail Park, Llandudno, LL30 1RY,
- (i) 32-34 High Street, Rhyl, North Wales, LL18 1ET,
- (j) 47 High Street, Winchester, Hants, SO23 9BT,
- (k) 14 South Street, Dorchester, Dorset, DT1 1BS,
- (l) 77-79 Market Street, Chorley, Lancashire, PR7 2SN,
- (m) 65-66 Biggin Street, Dover, Kent, CT16 1DO,
- (n) Unit 1 St Giles Centre, High Street, Elgin, Morayshire, IV30 1EA,
- (o) Unit B6 Silverburn, Barrhead Road, Glasgow, G53 6QR,
- (p) Plot 17 Antoine Shopping Centre, Tryst Road, Cumbernauld, Glasgow, G67 1JW,
- (q) Unit 2 Airdrie Retail Park, Gartlea Road, Airdrie, ML6 9JB,
- (r) 175 Strand Road, Londonderry, BT48 7PX,
- (s) Unit C Sprucefield Retail Park, Lisburn, County Antrim, BT27 5UJ, and
- (t) Unit 3, 55 High Street, Antrim, BT41 4AY,

"**Legal Reservations**" has the meaning given to it in the LTSB Facility Agreement,

"**LTSB**" means Lloyds TSB Bank plc,

"**LTSB Documents**" has the meaning given to it in the Intercreditor Agreement,

"**LTSB Facility Agreement**" means the facility agreement dated 3 April 2009 and as amended from time to time between, among others, the Administration Companies and BoS (as transferred from BoS to LTSB pursuant to the Part VII Order),

"**Part VII Order**" means the order of the High Court of Justice (No 2229 of 2011) dated 24 May 2011 in the matter of LTSB and in the matter of BoS and in the matter of Part VII of the Financial Services

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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

and Markets Act 2000,

"Properties" means the Freehold Properties and the Leasehold Properties,

"Security" means, in respect of each Administration Company, any assignment by way of security, charge, lien, mortgage, pledge or other security interest created in favour of LTSB under the Debenture, the Debenture 2008 or the Debenture 2009,

"Security Documents" means collectively, the Debenture, the Debenture 2008 and the Debenture 2009,

"SSL Administrators" means Brian Green and David Costley-Wood,

"Transaction Security Documents" has the meaning given to it in the Intercreditor Agreement, and

"Unconditional Asset Sale Agreement" means an asset sale agreement between, among others, the Administrators and the Administration Companies dated 1 October 2012 as amended by a supplemental agreement of the same date

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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. The contact information you give will be visible to searchers of the public record

Contact name F1/SAGEGEMM/F3SF

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



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 correctly completed the charge details in Section 2
- ☒ You have given the name and address of the chargee, or trustee for the debenture holders
- ☒ You have completed the details of the short particulars of the property charged
- ☒ You have completed both parts of Section 5
- ☒ You have signed the form



Important information

Please note that all information on this form will appear on the public record



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 enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk