

# 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  
the whole of the property a) h  
been released from the charg  
or b) no longer forms part of  
the company's property, for a  
company registered in Scotla  
To do this, please use MG04

For further information, please  
refer to our guidance at

THURSDAY



\*A1IUP49V\*  
A06 04/10/2012 #197  
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")

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→ **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 d6 m0 m9 y2 y0 y0 y8

Description 1 Guarantee and debenture granted by, among others, the Charging  
Company in favour of the Bank (as defined herein) (the "Debenture")

Date of registration 2 d2 d9 m0 m9 y2 y0 y0 y8

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 Bank of Scotland plc (as transferred to LTSB by the Part VII Order)

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

## 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

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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

#### 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, the Bank and the Charging Company dated 7 September 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**

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### 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 Lovells International LLP.* X

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

## MG04 - continuation page

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, the Bank released the Rangers Assets only from the Security created by the Debenture

Under clause 3 (*Continuing liability*) of the Deed of Release, the Debtors agreed that the Deed of Release did not discharge the Debtors from

- (a) their liabilities to the Security Agent or any of the 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 Debtor 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 Debtor 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

"**Bank**" means LTSB as successor to BoS pursuant to the Part VII Order,

"**BoS**" means Bank of Scotland plc,

"**Debtors**" means the companies (including the Charging Company) listed in the schedule to the Deed of Release,

"**Intercreditor Agreement**" means an intercreditor agreement between, among others, the Security Agent and the Charging Company dated 27 April 2012,

"**IP Rights**" means the exclusive right to use certain trademarks, logos, brands, trade names, design rights and copyright associated with Rangers Football Club to manufacture, distribute, market, advertise, promote, sell and/or supply certain products,

"**Junior Finance Document**" shall have the meaning given to it in the Intercreditor Agreement,

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

"**LTSB Documents**" shall have the meaning given to it in the Senior Facilities Agreement,

"**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

## MG04 - continuation page

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

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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

and Markets Act 2000,

**"Rangers Assets"** means the rights under the licence agreement entered into between the Charging Company and RFC 2012 plc (formerly the Rangers Football Club plc) (in administration) dated 8 March 2006 including, without limitation, the IP Rights (but excluding any stock which shall remain with the Charging Company pursuant to the Transfer and Settlement Agreement),

**"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,

**"Security Agent"** means LTSB,

**"Senior Facilities Agreement"** means a senior facilities agreement made between the Charging Company and Bank of Scotland plc (as novated to the Bank) and as originally dated 3 April 2009 and as amended on 23 September 2009, 12 October 2009, 26 January 2010, 25 February 2010, 31 March 2010, 27 September 2010, 7 December 2010, 23 December 2010, 31 January 2011, 1 February 2011, 27 February 2011, 27 April 2011, 4 April 2012 and 27 April 2012,

**"Transaction Security Documents"** shall have the meaning given to it in the Intercreditor Agreement, and

**"Transfer and Settlement Agreement"** means a business transfer and settlement agreement between the Charging Company and The Rangers Football Club Limited

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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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**