

# MG02

## Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**  
You may use this form to register a  
statement of satisfaction in full or in  
part of a mortgage or charge

☐ **What this form is NOT for**  
You cannot use this form to register  
a statement of satisfaction in  
or in part of a fixed charge for  
company registered in Scotland.  
If you do this, please use form MG01

THURSDAY



\*A73SURQN\*

A50

17/02/2011

144

COMPANIES HOUSE

FOR EXTERNAL USE

### 1 Company details

Company number 01024895  
Company name in full JJB Sports Plc (the "Chargor")

**35**  
→ **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 03/06/2009  
Description ① A charge over an account given by the Chargor in  
favour of Barclays Bank Plc (the "Account Charge")  
Date of registration ② 01/06/2009

- 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 Barclays Bank Plc  
Address 1 Churchill Place  
London  
Postcode E14 5HP  
Name  
Address  
Postcode  
Name  
Address  
Postcode

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

**MG02**

Statement of satisfaction in full or in part of mortgage or charge

**4****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

Please see the attached continuation sheets

**5****Satisfaction of the debt**I confirm that the debt for which the charge described above was given has  
been paid or satisfied ①☒ In full☐ In part

① Please tick one box only

**6****Signature**

Please sign the form here

Signature

Signature

X  XThis form must be signed by a person with an interest in the registration of  
the chargeCHFP025  
05/10 Version 4.0

32072992

## MG02

Statement of satisfaction in full or in part of 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. The contact information you give will be visible to searchers of the public record.

Contact name Ian Chin (10334/30917290)

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

London

Post town

Country/Region

Postcode E C 2 A 2 H S

Country United Kingdom

DX 28

Telephone 020 7374 8000



### 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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ 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)

**SCHEDULE 1**

**Definitions**

<b>"Account"</b>	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,
<b>"Account Charge"</b>	means the account charge dated 3 June 2009 and made between the Chargor and the Lender;
<b>"Account Rights"</b>	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,
<b>"Agent"</b>	as defined in the Facilities Agreement, means "Barclays Bank PLC (registered number 1026167) of 1 Churchill Place, London, E14 5HP",
<b>"Arranger"</b>	as defined in the Facilities Agreement, means "Barclays Bank PLC (registered number 1026167) of 1 Churchill Place, London, E14 5HP",
<b>"Charged Assets"</b>	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),
<b>"Chargor"</b>	means JJB Sports Plc (company number 1024895) whose registered office is at Challenge Way, Martland Park, Wigan, Lancashire, WN5 0LD,
<b>"Company"</b>	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,
<b>"Default Rate"</b>	means the rate of interest specified in, and calculated in accordance with, clause 8.3 of the Facilities Agreement,
<b>"Deposit"</b>	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,
<b>"Event of Default"</b>	as defined in the Facilities Agreement, "means any event or circumstance specified as such in Clause 21 ( <i>Events of Default</i> )",
<b>"Facilities Agreement"</b>	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,

Continuation sheets  
Form MG02  
JJB Sports Plc (Company Number 01024895)

<b>"Fee Letter"</b>	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"
<b>"Finance Document"</b>	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",
<b>"Finance Party"</b>	means the Agent, the Arranger or a Lender,
<b>"Financial Collateral"</b>	as defined in Regulations below, "means either cash or financial instruments";
<b>"Intercreditor Deed"</b>	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,
<b>"Lender"</b>	means Barclays Bank PLC (registered number 1026167) of 1 Churchill Place, London, E14 5HP,
<b>"LPA"</b>	means the Law of Property Act 1925,
<b>"Obligor"</b>	as defined in the Facilities Agreement, "means a Borrower or a Guarantor",
<b>"Regulations"</b>	means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 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,
<b>"Secured Liabilities"</b>	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),
<b>"Security Period"</b>	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,
<b>"Security"</b>	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
<b>"Transaction Security Document"</b>	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)