

MG03s

Statement of satisfaction in full or in part of a floating charge for a company registered in Scotland



ANZPLT98

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13/04/2011
COMPANIES HOUSE

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WEDNESDAY

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a floating charge for a
company registered in Scotland.

☒ **What this form is NOT for**
You cannot use this form to register
a memorandum of satisfaction
where part or the whole of the
property has a) been released from
the floating charge, or b) has ceased
to form a part of the property. To do
this, please use form MG05s.

1 Company details		Filing in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company number	S C 1 4 4 7 5 3	
Company name in full	SPORTS DIVISION LIMITED (the "Chargor")	
2 Creation of charge		
Date charge created	2 6 0 9 2 0 0 8	
Description	Guarantee and Debenture	
Date of registration	0 2 1 0 2 0 0 8	
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	E 1 4 5 H P	
Name		
Address		
Postcode		
Name		
Address		
Postcode		
Continuation page Please use a continuation page if you need to enter more details.		

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4

Short particulars of all the property charged

Please give the short particulars of the property 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 ①

- ☒ In full.
☐ In part.

① Please tick one box only.

6

Floating charge ②

I, being the creditor or person authorised to act on behalf of the creditor, am entitled to the benefits of the floating charge and verify that the particulars above relating to the charge and its satisfaction are correct.

② Where a floating charge is being satisfied, the following statement MUST be completed. If the statement cannot be readily obtained, a direction from the court is required to be submitted with this form.

Signature ③

Signature

X



X

③ This must be signed by a creditor or person authorised to act on behalf of the creditor.

7

Signature

Please sign the form here.

Signature

Signature

X



X

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

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a company registered in Scotland

**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 **Rob Martineau (12197/30917290)**

Company name **Herbert Smith LLP**

Address **Exchange House**

Primrose Street

London

Post town

County/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 of the chargee, or trustee for the debenture holders.
- ☐ You have completed the short particulars of the property charged.
- ☐ You have confirmed whether the charge is to be satisfied in full or in part.
- ☐ The creditor or a person authorised to act on behalf of the creditor has signed the form in Section 6 (if applicable).
- ☐ You have signed the form in Section 7.

**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 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

Company Name and Number: Sports Division Limited (SC144753)

Short particulars of all the property mortgaged or charged

3 1 Charging clause

As security for payment of the Secured Liabilities, the Chargor with full title guarantee charges to the Bank

3 1 1 by way of first legal mortgage all Land now owned by the Chargor at the date of the Charge,

3 1 2 by way of first fixed equitable charge all Land which the Chargor acquires in the future,

3 1 3 by way of separate first fixed charges

(a) all the goodwill and uncalled capital of the Chargor, present or future,

(b) the Securities of the Chargor,

(c) the Insurances of the Chargor,

(d) the Intellectual Property of the Chargor,

(e) the Debts of the Chargor,

(f) the Rents of the Chargor,

(g) the Asset Contracts of the Chargor,

(h) the Other Claims of the Chargor,

(i) the Fixed Plant and Equipment of the Chargor, and

(j) the Loose Plant and Equipment of the Chargor,

3 1 4 by way of first floating charge all those Assets of the Chargor which are not for any reason effectively charged by the Charge by way of fixed charge or mortgage, including, without limitation, any heritable property of the Chargor situated in Scotland

3 2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Charge

Company Name and Number: Sports Division Limited (SC144753)

Definitions

"Asset Contracts"

means all the rights of the Chargor, at the date of the Charge or in the future, arising out of or in connection with any agreement

- i for the acquisition of any property (real or personal) by the Chargor (except to the extent that such rights amount to an interest in land effectively charged by way of legal mortgage or fixed charge by Clause 3 1 1 or 3 1 2 of the Charge (as set out in the short particulars of property mortgaged or charged) including, without limitation, any option to acquire property, or
- ii for the hire, hire purchase, lease or loan of any property (real or personal), to the Chargor (except as aforesaid)

"Assets"

means all the undertaking, property, assets, rights and revenues of the Chargor whatsoever, and wheresoever, present or future but does not include any credit balance relating to the Loan Note Accounts whilst any amount is outstanding under the Loan Notes

"Bank"

means the First Creditor

"Borrower"

means JJB Sports Plc (company number 01024895) and any other Company insofar only as it owes money or has incurred liabilities to the Bank except as a Guarantor

"Charge"

means the debenture (created 26 September 2008)

"Chargors"

means the following

- i JJB Sports PLC (01024895)
- ii Blane Leisure Limited (SC109050)
- iii SSL Retail Limited (1296016)
- iv Original Shoe Company Limited (SC191917)
- v the Chargor
- vi JJB Card Services Limited (4330148)

Company Name and Number: Sports Division Limited (SC144753)

vii Qubefootware Limited (SC252725)

"Companies"

means the Chargor, JJB Sports PLC (company number 01024895), SSL Retail Limited (company number 1296016), Qubefootware Limited (company number SC252725), Original Shoe Company Limited (company number SC191917), JJB Card Services Limited (company number 4330148) and Blane Leisure Limited (company number SC109050) together with any Group Companies from time to time, and, (where the context permits), includes each or any of them and **"Company"** means each or any of them

"Debts"

means all book and other debts at the date of the Charge or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, including, without limitation, credit balances on any account at any bank or financial institution, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but **"Debts"** does not include any asset or right effectively charged by way of fixed charge under any other provision of Clause 3 of the Charge, or any credit balance relating to the Loan Note Accounts whilst any amount is outstanding under the Loan Notes

"Fixed Plant and Equipment"

means all plant, machinery or equipment of the Chargor of any kind (including, without limitation, all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) at the date of the Charge which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building

"Fixtures"

means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures

"Guarantor"

means the Chargor and any of JJB Sports PLC (company number 01024895), SSL Retail

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Company Name and Number: Sports Division Limited (SC144753)

Limited (company number 1296016),
Qubefootware Limited (company number
SC252725), Original Shoe Company Limited
(company number SC191917), JJB Card
Services Limited (company number 4330148)
and Blane Leisure Limited (company number
SC109050) insofar only as it covenants under
Clause 2 12 of the Debenture to pay or
discharge money due or owing from or
liabilities of the Chargor, JJB Sports PLC
(company number 01024895), SSL Retail
Limited (company number 1296016),
Qubefootware Limited (company number
SC252725), Original Shoe Company Limited
(company number SC191917), JJB Card
Services Limited (company number 4330148)
and Blane Leisure Limited (company number
SC109050) to the Bank and "Guarantors" and
"Guarantee" shall be construed accordingly

"Insurances"

means, in relation to the Chargor, all the right,
title and interest of the Chargor, at the date of
the Charge or in the future, in or under any
policy of insurance or assurance or to the
proceeds thereof

"Intellectual Property"

means, in relation to the Chargor, all the right,
title and interest of the Chargor, at the date of
the Charge or in the future, in or to any of the
following

- i any registered intellectual property right
in any territory, including, without
limitation, patents, trade marks, service
marks, registered designs, and any
similar right in any territory and any
applications or right to apply for any of
the above,
- ii any invention, copyright, design right or
performance right,
- iii any trade secrets, know how and
confidential information, and
- iv the benefit of any agreement or licence
for the use (by the Chargor or any other
person) of any such right

"Land"

means any estate, right or interest in or over
land, whether legal or equitable, and wherever

Company Name and Number: Sports Division Limited (SC144753)

the land is situated, including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland

"Loan Note Accounts"

means the accounts numbered 611020, 611039, 611046, 611053, 611061 and 611079 each held with the Bank of Scotland Plc in the name of JJB Sports Plc

"Loan Notes"

means the £170,478,001 variable rate secured loan notes 2011 constituted by JJB Sports Plc pursuant to an instrument dated 11 September 1998

"Loose Plant and Equipment"

means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles at the date of the Charge or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment, including, without limitation, any moulds, patterns, tools (other than hand tools and consumable tooling), dies and jigs

"Other Claims"

means, in relation to the Chargor, all rights, claims or obligations of any kind whatsoever at the date of the Charge or at any time owed to the Chargor capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of the Charge

"Rents"

means, in relation to the Chargor, any sum payable to the Chargor (and any right to recover any such a sum)

- i by way of rent, service charge or otherwise under any lease of Land, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon Land, or other income arising from any Land,
- ii by way of rent or otherwise for or in connection with the possession or use of, or in respect of any trespass to or conversion of, any chattel except insofar as the same is effectively charged by

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way of fixed charge by Clause 3 1 1 or
3 1 2 of the Charge

"Secured Liabilities"

means all present and future liabilities and obligations of the Chargors to the Bank (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Bank was the original creditor in respect thereof) including without limitation interest, commission, costs, charges and expenses charged by the Bank at rates agreed between it and the Chargors

"Securities"

means, in relation to the Chargor, all the right, title and interest of the Chargor, at the date of the Charge or in the future, in any stocks, shares, debentures, loan stocks, instruments creating or acknowledging any debt, or other securities issued by any person (whether or not marketable) including, without limitation, all rights and benefits arising and all money payable in respect of or in substitution or exchange for any of them, whether by way of conversion, redemption, preference, bonus, option, dividend, interest or otherwise, and including, without limitation, all Securities owned by the Chargor in any other Company

"Subsidiary"

means in respect of a company, person or entity, any company person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of the Debenture) and "Subsidiaries" shall mean all or any of them as appropriate