

SPORTS DIVISION LIMITED (the "Company")
COMPANY NUMBER SC144753
WRITTEN RESOLUTIONS OF THE MEMBER OF THE COMPANY
PURSUANT TO SECTION 288 OF THE COMPANIES ACT 2006

The following written resolutions were duly passed by the Company on 26 April 2012 as special resolutions:

1. **THAT** the terms of, and the transactions contemplated by the following documents and any related or ancillary documents be and hereby are approved and that the execution on behalf of the Company of the documents and any related or ancillary documents be and are hereby ratified:
 - 1.1 an amendment and restatement agreement dated 4 April 2012 between, amongst others, Bank of Scotland plc ("**BoS**"), JJB Sports plc ("**JJB**") and the Company (the "**Fifth Amendment and Restatement Agreement**") pursuant to which a facility letter dated 3 April 2009 (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 and 27 April 2011) between BoS (as Lender) and JJB (as Borrower) will be amended and restated; and
 - 1.2 an intercreditor agreement dated 4 April 2012 between, amongst others, the Company, Dick's Sporting Goods, JJB, adidas (U.K) Limited and BoS in its capacities as Security Trustee and as Senior Lender (the "**Intercreditor Agreement**").
2. **THAT** the terms of, and the transactions contemplated by the following documents and any related or ancillary documents be and hereby are approved and that the execution on behalf of the company of the documents and any related or ancillary documents be and are hereby approved:
 - 2.1 a £15 million loan agreement between, amongst others JJB as Borrower, the Company as Guarantor and adidas (U.K.) Limited as Lender (the "**adidas Loan**");
 - 2.2 a sixth amendment deed (the "**Sixth Amendment Deed**"), amending the terms of the Fifth Amendment and Restatement Agreement;
 - 2.3 an amendment deed relating to the Intercreditor Agreement (the "**Intercreditor Amendment Deed**");
 - 2.4 a guarantee and debenture between, amongst others, the Company, JJB and Lloyds TSB Bank plc ("**LTSB**") in its capacity as Security Agent (the "**Third Guarantee and Debenture**"); and
 - 2.5 a bond and floating charge under Scots law between the Company and LTSB in its capacity as Security Trustee for LTSB, DSG and adidas (the "**Third Bond and Floating Charge**") (the documents referred to in paragraph 1.1, 1.2, 2.1, 2.2, 2.3, 2.4 and 2.5 (above) together, the "**Finance Documents**").
3. **THAT** the Directors be authorised, empowered and directed in the name of and on behalf of the Company to cause the execution and delivery of the Finance Documents with such amendments to them as they shall in their absolute discretion think fit.



4. **THAT** these resolutions have effect notwithstanding any provision of the Company's Articles of Association.
5. **THAT** any Director of the Company who is also a Director and/or shareholder of one or more of JJB, Golf TV Limited, SSL Retail Limited, Blane Leisure Limited, JJB Card Services Limited, TV Sports Shop Limited and Sports Division (Eireann) Limited shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of such companies entering into or otherwise being interested in some or all of the Finance Documents and/or the transactions contemplated thereby.
6. **THAT** the Articles of Association of the Company be amended in the following way.
- 6.1 The first sentence of Article 2 shall be deleted and replaced with the following:
- "Regulations 5,8,24,33,64, 73 to 75 inclusive, 80, 94, 95 and 118 of Table A shall not apply to the Company and the following Regulations thereof shall be modified:-"
- 6.2 The following wording shall be deleted from Article 2:
- "Regulation 24 by the addition of the words "(in their absolute discretion and without assigning any reason therefor)" between the words "may" and "refuse" and the deletion of the words "which is not" and the substitution of the words "whether or not it is";"
- 6.3 A new Article 12 of the Articles of Association of the Company be inserted as the following:
- "12.1 Subject to 12.2 below, the directors may refuse to register a transfer of any share. They do not have to give any reasons for refusing. The first sentence of Regulation 24 of Table A which refers to partly paid shares only does not apply.
- 12.2 Where any mortgage, charge or other security interest ("Security") has been granted to any person (a "Mortgagee") by any member then, notwithstanding any other provision of these Articles, the directors shall not decline to register any duly stamped transfer of shares registered in the name of that member if that duly stamped transfer:
- (A) is executed by any member in favour of any person; or
- (B) is executed by the Mortgagee or any receiver or nominee appointed by the Mortgagee pursuant to the Security in favour of any person,
- and that duly stamped transfer is presented with a certificate signed by a duly appointed officer of the Mortgagee or such receiver or nominee stating that the shares are to be transferred in accordance with rights granted under the Security."

Agreed

Signed



as a Director / Secretary for and on behalf of **SPORTS DIVISION LIMITED**