



Registration of a Charge

Company name: **TOPGRADE SPORTSWEAR LIMITED**

Company number: **03139070**

Received for Electronic Filing: **28/10/2019**



X8H2KP62

Details of Charge

Date of creation: **18/10/2019**

Charge code: **0313 9070 0002**

Persons entitled: **JD SPORTS FASHION PLC (COMPANY NO. 1888425)**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

VICKY WILSON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3139070

Charge code: 0313 9070 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th October 2019 and created by TOPGRADE SPORTSWEAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th October 2019 .

Given at Companies House, Cardiff on 29th October 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated 18 OCTOBER 2019

TOPGRADE SPORTSWEAR LIMITED

JD SPORTS FASHION PLC

MORTGAGE DEBENTURE

Between

- (1) **Topgrade Sportswear Limited** (Company No. 3139070) whose registered office is at Hollinsbrook Way, Pilsworth, Bury, Lancashire BL9 8RR (**Mortgagor**); and
- (2) **JD Sports Fashion PLC** (Company No. 1888425) whose registered office is at Hollinsbrook Way, Pilsworth, Bury, Lancashire BL9 8RR (**Mortgagee**)

Charge

- 1 The Mortgagor hereby covenants to pay to the Mortgagee on demand the sum of one pound (£1) and to pay and discharge on demand all monies obligations and liabilities present or future actual and/or contingent which may now or at any time hereafter may be or become due owing or incurred by the Mortgagor to the Mortgagee on any account (whether solely or jointly with any other person and whether as principal or surety) together with interest calculated and compounded (as well after as before any demand made or judgment obtained) at the rate of four per cent per annum above the Base Lending Rate (varying) of Barclays Bank Plc as published from time to time and compounded quarterly from demand.
- 2 The Mortgagor with full title guarantee and to the intent that the security created shall rank as a continuing security hereby charges with the payment or discharge of all monies obligations and liabilities hereby covenanted to be paid or discharged (together with all costs and expenses howsoever incurred by the Mortgagee in connection with this Mortgage Debenture on a full indemnity basis):
 - (a) By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Mortgagor including (without limitation) any property referred to in the Schedule to this debenture (**Legally Mortgaged Property**) and/or the proceeds of sale thereof
 - (b) By way of fixed charge all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) now and at any time during the continuance of this security vested in or charged to the Mortgagor (**Equitably Charged Property**) and/or the proceeds of sale thereof
 - (c) By way of fixed charge all fixtures and fittings from time to time attached to any freehold and/or leasehold property of the Mortgagor
 - (d) By way of fixed charge all plant and machinery vehicles computer and office and other equipment of the Mortgagor both present and future and the full benefit of all warranties and maintenance contracts for any of the same
 - (e) By way of fixed charge all furniture furnishings equipment tools and other chattels of the Mortgagor present and future not regularly disposed of in the ordinary course of business
 - (f) By way of fixed charge all stocks shares and/or other securities now and at any time during the continuance of this security belonging to the Mortgagor either in or issued by any of its subsidiary companies or any other company and all dividends and other rights derived from or attaching to the same

- (g) By way of fixed charge all rents now and from time to time receivable under or in connection with any lease or other occupation rights granted out of any freehold and/or leasehold property of the Mortgagor
 - (h) By way of fixed charge all book debts and other debts now and from time to time due or owing to the Mortgagor and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with clause 7
 - (i) By way of fixed charge all funds standing to the credit of the Mortgagor from time to time on any account with any bank or other financial institution or organisation including all receipts from time to time paid into an account in accordance with clause 7 below Provided that the Mortgagee may without prejudice to this debenture permit the Mortgagor to make withdrawals from time to time
 - (j) By way of fixed charge all the goodwill and uncalled capital of the Mortgagor present and future
 - (k) By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Mortgagor present and future and the insurance policies and proceeds of any insurance from time to time affecting the Legally Mortgaged Property and/or the Equitably Charged Property. "Intellectual Property Rights" includes (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names
 - (l) By way of floating charge all the undertaking and all property assets and rights of the Mortgagor (or which the Mortgagor has power to charge) whatsoever and wheresoever present and/or future including those for the time being charged by way of fixed charge pursuant to the foregoing paragraphs if and to the extent that such charges as aforesaid shall fail as fixed charges but without prejudice to any such fixed charges as shall continue to be effective.
- 3 The costs and expenses in clause 2 shall include (for the avoidance of doubt) all amounts the Mortgagee may from time to time require to compensate it for its costs and expenses (including internal management and administrative costs and expenses) incurred in connection with the defending protection and/or enforcement of this Mortgage Debenture and recovery of the liabilities secured by it. A certificate signed by the Mortgagee as to the amount of such costs and expenses incurred by the Mortgagee from time to time shall (save for any error manifest on the face thereof) for all purposes be conclusive evidence against and binding upon the Mortgagor.
- 4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge(s) referred to in this Mortgage Debenture.

Restrictions

- 5 With reference to the Equitably Charged Property and the property charged pursuant to clause 2(f) the Mortgagor undertakes:
- (a) To deposit with the Mortgagee the deeds and documents of title or share certificates relating thereto

- (b) At any time upon request to execute over all or any part thereof a charge by way of legal mortgage and any appropriate transfer or other forms instruments or instructions in the case of the stocks and shares in favour of the Mortgagee or its nominee in such form as the Mortgagee shall require
 - (c) The Mortgagee may as it thinks fit exercise any rights attaching to the assets charged by clause 2(f) for the purpose of preserving the value of or realising such assets but otherwise the Mortgagee will only exercise such rights in accordance with the Mortgagor's instructions.
- 6 With reference to the Legally Mortgaged Property and the Equitably Charged Property the Mortgagor agrees:
 - (a) To keep it in a good state of repair and condition and insured against such risks and in such office and for such amounts as the Mortgagee may reasonably require or approve and that failure to do so will entitle the Mortgagee to do so at the expense of the Mortgagor and as agent of the Mortgagor without thereby becoming a mortgagee in possession;
 - (b) That the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors shall not be exercised by the Mortgagor without the consent in writing of the Mortgagee but the Mortgagee may grant or accept surrenders of leases without restriction;
 - (c) Not to part with possession of it or any part thereof nor confer upon any person firm company or body whatsoever other than concessionaires any licence right or interest to occupy it or any part thereof without the consent in writing of the Mortgagee.
- 7 With reference to the book debts and other debts hereby specifically charged the Mortgagor:
 - (a) Shall until the Mortgagee (or some other person acting in that behalf for the Mortgagee) as chargee shall take over such matters as agent and for and on behalf of the Mortgagor but at the expense of the Mortgagor collect and get in all the book debts and other debts present and future hereby charged and shall hold the monies paid in satisfaction thereof and all securities representing the same for the Mortgagee as such chargee and shall immediately upon receipt of such monies or securities pay the same into the account designated from time to time in writing by the Mortgagee which shall until further notice be a designated account domiciled with Barclays Bank Plc;
 - (b) Shall not without the prior consent in writing of the Mortgagee sell factor discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Mortgagor shall if called upon to do so by the Mortgagee from time to time execute legal assignments of such book debts and other debts to the Mortgagee.
- 8 The Mortgagor covenants that it shall not without the prior consent in writing of the Mortgagee:
 - (a) Create or permit to arise or subsist any mortgage or charge on (or on any part of) the property assets and rights charged by clause 2
 - (b) Dispose of the whole or except in the ordinary course of business any part of the Mortgagor's undertaking or any other asset charged by clause 2(l).

- 9 The Mortgagor agrees to effect and maintain such insurances as are normally maintained by prudent companies carrying on similar businesses;
- 10 The Mortgagee may by notice to the Mortgagor convert the floating charge into a fixed charge as regards any property assets and rights specified in the notice. Following such a notice the Mortgagor shall not dispose of any such property assets or rights which are included in the notice without the prior written consent of the Mortgagee.

Powers of the Mortgagee

- 11 The Mortgagee may without restriction grant or accept surrenders of leases of the Mortgagor's freehold and leasehold property or any part of it.
- 12 Section 103 of the Law of Property Act 1925 shall not apply and the Mortgagee may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this Mortgage Debenture.
- 13 The Mortgagee may under the hand of any officer or agent or by deed appoint or remove a receiver or receivers of the whole or any part of the property and assets charged by this Mortgage Debenture and may fix and pay the fees of a receiver but any receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the acts defaults and remuneration of the receiver(s).
- 14 The Mortgagee may under the hand of any officer or agent appoint an administrator or administrators of the Mortgagor and the power of appointing an administrator and of making an application for an administration order shall arise and become exercisable at any time after the date of this Mortgage Debenture.
- 15 All or any of the powers conferred on a receiver by clause 19 may be exercised by the Mortgagee without first appointing a receiver or notwithstanding any appointment.
- 16 The Mortgagee will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Mortgagee.
- 17 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed.
- 18 In addition to any lien or right to which the Mortgagee may be entitled by law the Mortgagee may from time to time without notice and both before and after demand set off the whole or any part of the Mortgagor's liabilities to the Mortgagee against any liability the Mortgagee may have to the Mortgagor but the Mortgagor shall pay satisfy and discharge its obligations under this Security without any deduction set-off or counterclaim on any account.

Receivers

- 19 Any receiver appointed by the Mortgagee shall be a receiver and manager and shall (in addition to all powers conferred on him by law) have the following powers which in the case of joint receivers may be exercised jointly or severally:
 - (a) To take possession of and generally manage the property and assets of the Mortgagor charged by clause 2 and any business of the Mortgagor

- (b) To carry out on any freehold or leasehold property of the Mortgagor any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment
- (c) To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land
- (d) To sell lease surrender or accept surrenders of leases charge or otherwise deal with or dispose of the property and assets of the Mortgagor charged by clause 2 without restriction including (without limitation) power to sever and sell any fixtures separately from the land
- (e) To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor
- (f) To take continue or defend any proceedings and enter into any arrangement or compromise
- (g) To insure the property and assets of the Mortgagor charged by clause 2 and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen
- (h) To call up any uncalled capital of the Mortgagor with all the powers conferred by the Articles of Association of the Mortgagor in relation to calls
- (i) To employ advisers consultants managers agents workmen and others
- (j) To purchase or acquire materials tools equipment goods or supplies
- (k) To borrow any money and secure the payment of any money in priority to the Mortgagor's liabilities to the Mortgagee for the purpose of the exercise of any of his powers
- (l) To do any other acts which the receiver may consider to be incidental or conducive to any of his powers or to the realisation of the property and assets of the Mortgagor charged by clause 2.

- 20 A receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925.
- 21 The powers conferred on mortgagees or receivers by the 1925 Act shall apply to this security except in so far as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in the 1925 Act and those contained in this security the terms of this security shall prevail.
- 22 If the Mortgagee receives or is deemed to be affected by notice whether actual or constructive of any subsequent charge or other interest affecting any part of the property hereby charged and/or the proceeds of sale thereof the Mortgagee may open a new account or accounts with the Mortgagor. If the Mortgagee does not open a new account it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Mortgagee shall be credited or be treated as

having been credited to the new account and shall not operate to reduce the amount for which this Mortgage Debenture is security.

Power of Attorney

- 23 The Mortgagor hereby irrevocably and by way of Security appoints the Mortgagee and any person nominated in writing under the hand of the Mortgagee and every receiver appointed hereunder severally as Attorney of the Mortgagor with full power of substitution and delegation for the Mortgagor and in its name and on its behalf and as its act and deed to sign or execute, deliver and otherwise perfect and do any deed assurance agreement instrument or act or thing which the Mortgagor may be required to execute or do under or pursuant to this Mortgage Debenture (including without limitation under Clause 5) or which the Mortgagee or any Receiver or any such delegate may consider necessary or appropriate for or in connection with the improvement perfection or protection of the security intended to be hereby created or the exercise of any of the powers authorities and discretions conferred under or pursuant to this Mortgage Debenture. The Mortgagor hereby ratifies and confirms and undertakes to ratify and confirm whatever any such attorney shall do or purport to do in the exercise of all or any of the powers authorities and discretions referred to above or by virtue of the foregoing power of attorney. The foregoing power of attorney is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.
- 24 The Mortgagor shall from time to time supply to the Mortgagee such accounts or other information concerning the assets liabilities and affairs of the Mortgagor its subsidiary or associated companies as the Mortgagee may require.

Preservation of other Security and Rights and Further Assurance

- 25 The security from time to time constituted by or pursuant to this Mortgage Debenture shall be in addition to and shall be independent of any other security which the Mortgagee may now or at any time hold on all or any part of the assets of the Mortgagor for or in respect of all or any part of the monies obligations and liabilities hereby covenanted to be paid or discharged and it is hereby declared that no prior security held by the Mortgagee over the property hereby charged or any part of it shall merge in the security created hereby or pursuant hereto.
- 26 The Mortgagor will whenever so requested by the Mortgagee and at its own expense promptly execute such deeds or documents and take any action required by the Mortgagee to perfect and protect the security created or intended to be created by this Mortgage Debenture or to facilitate the realisation or recovery thereof or otherwise to enforce or exercise any of the rights of the Mortgagee hereunder.
- 27 No failure to exercise nor any delay in exercising on the part of the Mortgagee any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right power of privilege preclude any other or further exercise thereof or the exercise of any other power or right.

Notices

- 28 A demand or notice hereunder shall be in writing signed by the Mortgagee or a solicitor or other agent of the Mortgagee and may be served on the Mortgagor by hand or by post or by facsimile machine (fax) and in the case of service by hand either by delivering the same to any officer of the Mortgagor at any place or leaving the same addressed to the Mortgagor at

its registered office or a place of business last known to the Mortgagee. If such demand or notice is sent by post or by fax it shall be deemed to have been received if posted on the day following the day on which it was posted and if sent by fax at the time of transmission shall be effective notwithstanding it be returned undelivered. The Mortgagee may use the last fax number of the Mortgagor known to him and transmissions may be proved by production of an activity or transmission report which purports to indicate the transmission of a message to such number.

Memorandum and Articles

- 29 It is hereby certified that this Mortgage Debenture does not contravene any of the provisions of the Mortgagor's Memorandum or Articles of Association and has been executed in accordance therewith.

Governing Law

- 30 This Mortgage Debenture shall be governed by and construed in accordance with English Law.

In witness whereof the Mortgagor has executed this Debenture as a Deed the day and year first before written.

The Schedule

(This schedule is intentionally blank)

Executed as a deed by
the **Mortgagor** acting by a director in the
presence of

)
)
)

Director


Signature of witness

Name BENJAMIN WOOF

Address EDINBURGH HOUSE, HOLLINSBROOK
WAY, PILSWORTH, BURY, BL9 8RR

Signed for and on behalf of
the **Mortgagee**

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This Release made the ♦ day of ♦ 201♦ between the within-named (Mortgagee) of the one part and the within-named ♦ of the other part **Witnesses** that the Mortgagee as Mortgagee hereby releases **all and singular** the property now comprised in or charged by the within-written Deed from all monies secured by and from all claims and demands under the within-written Deed.

In witness whereof this Release has been duly executed on behalf of the Mortgagee the day and year first before written.

Signed as a deed by the Mortgagee
in the presence of

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