

# M

CHWP007

COMPANIES FORM No. 466(Scot)

## Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

# 466

A fee of £10 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Please do not  
write in  
this margin

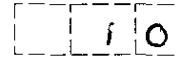
Pursuant to section 410 and 466 of the Companies Act 1985

Please complete  
legibly, preferably in  
black type, or bold  
block lettering

To the Registrar of Companies  
(Address overleaf)

For official use

Company number



SC5323

Name of company

\* insert full name  
of Company

\* **THE HIBERNIAN FOOTBALL CLUB LIMITED (the "Company")**

Date of creation of the charge (note 1)

**4 SEPTEMBER 2001**

Description of the instrument creating or evidencing the charge or of any ancillary document which  
has been altered (note 1)

**FLOATING CHARGE**

Names of the persons entitled to the charge

**GIROBANK PLC**

Short particulars of all the property charged

**The whole of the property which is, or may be from time to time while the Floating  
Charge is in force, comprised in the Company's property and undertaking including the  
Company's uncalled capital for the time being.**

Presentor's name address  
and reference (if any):

**LINDSAYS WS****11 Atholl Crescent  
EDINBURGH****EH3 8HE****GAH/AWC/GI/603/35**

For official use

Charges Se

Post room



**See Continuation Sheet 1**

*Please do not  
write in  
this margin*

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

Date(s) of execution of the instrument of alteration

**7 September 2001, 19 September 2001 and 25 September 2001**

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

**The Company shall not grant any further fixed or floating charges over all or any of its Assets including its heritable, real or leasehold property without the written consent of BoS, TF, Holdings and Girobank.**

Short particulars of any property released from the floating charge

**N/A**

The amount, if any, by which the amount secured by the floating charge has been increased

**N/A**

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

*Please do not  
write in  
this margin*

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

**See Continuation Sheet 2**

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

*Please do not  
write in  
this margin*

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

*A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)*

Signed



Date 15/10/2001

On behalf of [company] [chargee]†

**Notes**

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.

† delete as  
appropriate

2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.

3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. Cheques and Postal Orders are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is :-  
Companies Registration Office, 37 Castle Terrace, Edinburgh EH1 2EB

# Continuation sheet 1

To the Registrar of Companies

Name of company

Company number

The Hibernian Football Club Limited

SC5323

---

The Hibernian Football Club Limited (the "Company")

Names and addresses of the persons who have executed the instrument of alteration:-

Charles William Simpson for and on behalf of the Governor and Company of the Bank of Scotland, The Mound, Edinburgh, EH1 1YZ ("BoS");

Aileen Pringle for and on behalf of Sir Thomas Farmer, CBE, 42 Barnton Road, Edinburgh ("TF");

Roderick McKenzie Petrie for and on behalf of HFC Holdings Limited, (Registered Number SC132607) 12 Albion Place, Edinburgh EH7 5QG ("Holdings");

Roderick McKenzie Petrie for and on behalf of the *Hibernian* Football Club Limited, (Registered Number SC5323) Easter Road Stadium, 12 Albion Place, Edinburgh EH7 5QG (the "Company"); and

Justin French for and on behalf of Girobank plc, (Registered Number 1950000) Carlton Park, Narborough, Leicester LE9 5XX ("Girobank").

## **Continuation sheet 2**

To the Registrar of Companies

Name of company

Company number

The Hibernian Football Club Limited

SC5323

---

The Hibernian Football Club Limited (the "Company")

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.

1. **BoS**, TF, Holdings, Girobank and the Company agree that the **BoS** Securities and the Postponed Securities shall rank in the following order of priority:
  - 1.1 **FIRST** the BoS Fixed Securities to the extent of the BoS Priority Debt; then
  - 1.2 **SECOND** the BoS Floating Charge to the extent of the balance (if any) of the BoS Priority Debt; then
  - 1.3 **THIRD** the TF Floating Charge to the extent of the TF Priority Debt; then
  - 1.4 **FOURTH** the Girobank Floating Charge to the extent of the Girobank Debt; then
  - 1.5 **FIFTH** the TF Floating Charge to the extent of the balance (if any) of the TF Debt; then
  - 1.6 **SIXTH** the Holdings Floating Charge to the extent of the Holdings Debt; then
  - 1.7 **SEVENTH** the BoS Floating Charge to the extent of the balance (if any) of the BoS Debt.
2. The Girobank Floating charge shall cease to form part of the ranking provisions contained in Clause 1.1 upon the occurrence of the earlier of either (a) the discharge of the Girobank Floating Charge or (b) provided that the Girobank Debt has been paid in full, the expiry of 3 years from the date of the Girobank Floating Charge. If the Girobank Debt has not been paid in full on the expiry of the said three year period, the ranking provisions contained in clause 1.1 will continue to apply to the Girobank Floating Charge until the Girobank Debt has been paid in full; declaring that if the Girobank Debt is paid in full, the Company shall apply to Girobank for a discharge of the Girobank Floating Charge, and shall notify BoS upon the receipt of said discharge.

For the purposes of this Form 466:-

“Assets” means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

“**BoS Debt**” means all or any monies and liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to **BoS** by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not **BoS** shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which **BoS** may in the course of its business charge or incur in respect of any of those matters or for keeping the Company’s account, and so that interest shall be computed and compounded according to the usual **BoS** rates and practice as well after as before any demand made or decree obtained;

“**BoS Fixed Securities**” means the standard security over the parts of the Property hereinafter described (in the first place) to (in the sixth place) granted by the Company in favour of **BoS** dated 12 January 1999 and recorded in the Division of the General Register of Sasines for the County of Midlothian on 15 January 1999 and the standard security over the parts of the Property hereinafter described (in the seventh place) and (in the eighth place) granted by the Company in favour of **BoS** dated 14 and recorded in the said Division of the General Register of Sasines on 21 both days of February 2001 in security for the **BoS Debt**;

“**BoS Floating Charge**” means the bond and floating charge granted by the Company in favour of **BoS** over the Assets dated 31 July 1999 and registered with the Registrar of Companies on 2 August 1991 in security for the **BoS Debt**;

“**BoS Priority Debt**” means that part of the **BoS Debt** which does not exceed £9,500,000 less an amount equal to the TF Priority Debt (or such greater amount or amounts, if any, as shall be agreed in writing among **BoS**, TF, Holdings and Girobank) together with twelve months’ interest on those amounts respectively and all commission, charges, fees, costs and expenses arising or incurred in connection with the same;

“**BoS Securities**” means the **BoS Fixed Securities** and the **BoS Floating Charge**;

“Existing Ranking Agreement” means Ranking Agreement among **BoS**, TF, Holdings and the Company dated 12 and recorded in the Division of the General Register of Sasines for the County of Midlothian on 15 both days of January 1999 as varied by Minute of Variation of Ranking Agreement among **BoS**, TF, Holdings and the Company dated 19 August, 11 September and 4 October and recorded in said Division of the General Register of Sasines on 14 October all months in 1999.

“Girobank Debt” means all or any monies or liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to Girobank by the Company whether actually or contingently, solely or jointly and whether as principal or surety subject to a maximum of £2,000,000 plus 12 months interest and all charges, fees, costs and expenses arising or incurred in connection with the same;

“Girobank Floating Charge” means the Bond and Floating Charge granted by the Company in favour of Girobank over the Assets dated 4 September 2001 and to be registered with the Registrar of Companies in security of the Girobank Debt;

“Holdings Debt” means all or any monies and liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to Holdings by the Company, whether actually or contingently, solely or jointly and whether as principal or surety;

“Holdings Floating Charge” means the Bond and Floating Charge granted by the Company in favour of Holdings over the Assets dated 12 January 1999 and registered with the Registrar of Companies on 28 January 1999 in security of the Holding Debt;

“Postponed Securities” means the TF Floating charge, the Holdings Floating Charge and the Girobank Floating Charge;

“Property” means ALL and WHOLE those heritable subjects lying in the City Parish of Edinburgh and County of Midlothian comprising the subjects known as Easter Road Stadium, Edinburgh being ALL and WHOLE (In the First Place) ALL and WHOLE that plot or area of ground containing 5 acres and 31 decimal or one thousandth parts of an acre or thereby Imperial Measure being the subjects more particularly described in, in feu farm disposed by and shown delineated and coloured pink on the plan annexed and executed as relative to the Feu Disposition by the Lord Provost, Magistrates and Council of the City of Edinburgh, Governors and Administrators of the Trinity Hospital of said City, in favour of The *Hibernian* Football Club Limited dated 3 and recorded in the Division of the General Register of Sasines applicable to the County of Edinburgh (now Midlothian) on 10 both days of July 1924; (In the Second Place) ALL and WHOLE that plot or area of ground containing 317 decimal or one thousandth parts of an acre or thereby Imperial Measure being the subjects more particularly described in, in feu farm disposed by and shown delineated and coloured pink on the plan annexed and executed as relative to Supplementary Feu Disposition by the Lord Provost, Magistrates and Council of the City of Edinburgh, Governors and Administrators of the said Trinity Hospital, in favour of The *Hibernian* Football Club Limited dated 11 April and recorded in the said Division the General Register of Sasines on 1 May both months in the year 1929; (In the Third Place) ALL and WHOLE that triangular area or strip of ground lying on the south east side of Hawkhill Avenue, Edinburgh containing an area of 381 decimal or one thousandth parts of an area or thereby Imperial Measure being the subjects more particularly described in, disposed by and shown delineated and coloured pink on the plan annexed and executed as relative to the Disposition by Redpath Brown and Company Limited in favour of The *Hibernian* Football Club Limited dated 21 October and recorded in the said Division of the General Register of Sasines on 2 November both months in the year 1935; (In the Fourth Part) ALL and WHOLE that plot or area of ground containing 92 decimal or one thousandth parts of an acre or thereby Imperial Measure being the subjects more particularly described in, in feu farm disposed by and shown delineated and coloured pink on the plan annexed and executed as relative to Feu Disposition by the Lord Provost, Magistrates and Council of the City of Edinburgh, Governors and Administrators of the said Trinity Hospital, in favour of The *Hibernian* Football Club Limited dated 9 and recorded in the said Division of the General Register of Sasines on 18 both days of January 1936; (In the Fifth Place) ALL and WHOLE that triangular shaped area or piece of ground extending to 8 square yards or thereby, situated at the eastmost corner of the playground attached to Norton Park Secondary School, Albion Road, Edinburgh being the subjects more particularly described in, disposed by and shown delineated and coloured red on the plan annexed and signed as relative to Feu Disposition by The Corporation of the City of Edinburgh in favour of The *Hibernian* Football Club Limited dated 18 October and recorded in the said Division of the General Register of Sasines on 7 November both months in the year 1967; (In the Sixth Place) ALL and WHOLE that plot or area of ground lying on the southeast side of Hawkhill Avenue, Edinburgh shown hatched black on the plan annexed and executed as relative to the Disposition by HFC Holdings Limited in favour of The *Hibernian* Football Club Limited dated 12 January and recorded in the said Division of the General Register of Sasines on 15 January both in 1999; (In the Seventh Place) ALL and WHOLE that area or piece of ground forming part of the subjects formally known as Norton Park Annexe and now known as Norton Park, 57 Albion Road, Edinburgh in the County of Midlothian extending to 526 square metres metric measure or thereby and shown delineated and hatched in black on the plan annexed and signed as relative to Disposition by Albion Equity Limited in favour of the Company dated 2 and recorded in the said Division of the General Register of Sasines on 23 both days of March 2000; and (In the Eighth Place) ALL and WHOLE that area or piece of ground adjacent to the subjects 12 Albion Place, Edinburgh in the County of Midlothian extending to 386.5 square metres metric measure or thereby shown delineated in red on the plan annexed and signed as



relative to Disposition by Holdings in favour of the Company dated 26 January and recorded in the said Division of the General Register of Sasines on 21 February both 2001;

“Securities” means the **BoS** Securities and the Postponed Securities;

“TF Debt” means all or any monies and liabilities which shall for the time being (and whether on or at an time after demand) be due, owing or incurred in whatsoever manner to TF by the Company, whether actually or contingently, solely or jointly and whether as principal or surety together with interest on that amount and all commission, charges, fees, costs and expenses arising or incurred in connection with it;

“TF Floating Charge” means the Bond and Floating Charge granted by the Company in favour of TD over the Assets dated 7 and 8 November 1990 and registered with the Registrar of Companies on 14 November 1990 in security for the TF Debt;

“TF Priority Debt” means all or any monies paid in whatsoever manner to **BoS** by TF in terms of the guarantee granted or about to be granted by TF in favour of **BoS** on account of the Company in connection with the term loan of £4,000,000;

# FILE COPY



## **CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE**

Company number 5323

I hereby certify that particulars of an instrument of alteration dated  
25 SEPTEMBER 2001

were delivered pursuant to section 410 of the Companies Act, 1985,  
on 15 OCTOBER 2001.

The instrument relates to a charge created on 4 SEPTEMBER 2001

by THE HIBERNIAN FOOTBALL CLUB LIMITED

in favour of GIROBANK PLC

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh  
17 OCTOBER 2001



**C O M P A N I E S   H O U S E**



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

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

# REGISTER of Charges, Alterations to Charges,

COMPANY: SC005323 CHARGE: 10

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge  £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
13/09/2001		4/ 9/01 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	GIROBANK PLC

# Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC005323 CHARGE: 10

(8)	(9)	(10)	(11)	(12)		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Receiver		
				Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC005323 CHARGE: 10

Instruments of Alteration to a Floating Charge

(13) Date of Execution	(14) Names of the persons who have executed the instrument	(15) The provisions, if any, prohibiting or restricting the creation by the Company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with, the floating charge.	(16) The provisions, if any, varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.	(17) Short particulars of any property released from the floating charge	(18) The amount, if any, by which the amount secured by the floating charge has been increased. £
	THE HIBERNIAN FOOTBALL CLUB LIMITED AND ANOTHER H.F.C. HOLDINGS LIMITED SIR THOMAS FARMER CBE THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND				