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COMPANIES FORM No 466(Scot)

466

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

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not
write in this
margin

Pursuant to section 410 and 466 of the Companies Act 1985

COMPANIES HOUSE
FEE PAID
EDINBURGH

To the Registrar of Companies
(Address overleaf Note 6)

For official use

Company number

[1][1][2]

SC011580

Name of company

* Dunfermline Athletic Football Club Limited (the "Company")

Date of creation of the charge (note 1)

12 March 2008

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

Floating Charge (the "EEP Floating Charge")

Names of the persons entitled to charge

East End Park Limited
16 Charlotte Square
Edinburgh
EH2 4DF

Short particulars of all the property charged

See Rider A

Presentor's name address and
reference (if any)
Dickson Minto W.S.
16 Charlotte Square
Edinburgh
EH2 4DF

DX 199 Edinburgh
M466/DunfAFC01 xfd

For official use (06/2005)
Charges Section

FRIDAY



S15B3YEO

SCT

28/03/2008

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COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

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write in
this margin*

- 1 Dunfermline Athletic Football Club Limited, East End Park, Halbeath Road, Dunfermline KY12 7RB
- 2 The Scottish Sports Council, Caledonia House, South Gyle, Edinburgh EH12 9DQ
- 3 The Scottish Football Partnership, Caledonia House, South Gyle, Edinburgh EH12 9DQ
- 4 East End Park Limited, 16 Charlotte Square, Edinburgh EH2 4DF

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

Date(s) of execution of the instrument of alteration

12, 17 and 18 March 2008

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

See Rider B

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

*Please do not
write in
this margin*

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

See Rider C

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

Signed Dickson Minto Date 28/3/2008
On behalf of [company] ~~XXXXXX~~†

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
- 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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 DX 235 Edinburgh or LP 4 Edinburgh 2

† delete as
appropriate

DUNFERMLINE ATHLETIC FOOTBALL CLUB LIMITED

(Company Number SC011580)

RIDER A - FORM 466 (RANKING AGREEMENT)

Short particulars of all the property charged

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.

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the EEP Floating Charge

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DUNFERMLINE ATHLETIC FOOTBALL CLUB LIMITED

(Company Number SC011580)

RIDER B - FORM 466 - (RANKING AGREEMENT)

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 security, charge or encumbrance over the Assets except with the prior written consent of SSC, SFP and EEP.

Where.

"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;

"EEP" means East End Park Limited, incorporated under the Companies Acts, Registered number SC282603 and having its Registered Office at 16 Charlotte Square, Edinburgh EH2 4DF,

"SFP" means The Scottish Football Partnership, a company incorporated under the Companies Acts, Registered number SC224665 and having its registered office at Caledonia House, South Gyle, Edinburgh EH12 9DQ, and

"SSC" means The Scottish Sports Council (trading as "sportscotland") established by a Royal Charter and having its Principal Office at Caledonia House, South Gyle, Edinburgh

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DUNFERMLINE ATHLETIC FOOTBALL CLUB LIMITED

(Company Number SC011580)

RIDER C - FORM 466 - (RANKING AGREEMENT)

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. In respect of the Assets with the exception of the Leasehold Property.
 - 1 1 The EEP Floating Charge shall rank in priority to the remainder of the Securities to the extent of the EEP Priority Debt, then
 - 1 2. The SSC Floating Charge and the SFP Floating Charge shall rank second equally *pari passu* in respect of the SSC Priority Debt and the SFP Priority Debt, and then
 - 1.3. The EEP Floating Charge shall rank thurd for the EEP Debt in excess of the EEP Priority Debt; and then
 - 1 4 The SSC Floating Charge and the SFP Floating Charge shall rank fourth equally *pari passu* for the SSC Debt in excess of the SSC Priority Debt and the SFP Debt in excess of the SFP Priority Debt

Where

"*pari passu*"

shall be construed as meaning that the repayment of any amounts due to any of the parties to the Ranking Agreement in respect of which the parties to the Ranking Agreement are stated to rank *pari passu* shall be made *pro rata* according to the respective proportions which the amount due to each of such parties bears to the aggregate of all amounts to which such parties are stated to rank *pari passu*,

"EEP 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 EEP by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not EEP shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which EEP may charge

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or incur in respect of any of those matters or in lending to the Company and so that interest shall be computed and compounded after as well as before any demand made or decree obtained,

"EEP Fixed Security"

means a standard security granted by the Company in favour of EEP over the Leasehold Property dated on or about the date of execution of the Ranking Agreement by the Company and registered in the Land Register for Scotland and in the companies Register of Charges,

"EEP Priority Debt"

means the EEP Debt not exceeding one million five hundred thousand pounds (£1,500,000) STERLING,

"Lease"

means the lease of the Property between Dunfermline Sports Grounds Limited and the Company, dated 31 January and registered in the Books of Council and Session on 22 February both months of 1995 as subsequently varied and amended, the tenant's interest in which is registered in the Land Register for Scotland under title number FFE33278 and the landlord's interest in which is now held by EEP,

"Leasehold Property"

means the Company's interest as tenants under the Lease in the Property,

"Property"

means ALL and WHOLE the subjects known as East End Park, Halbeath Road, Dunfermline being the subjects registered in the Land Register of Scotland under Title Number FFE77347,

"Securities"

means the SSC Floating Charge, the SFP Floating Charge, the SSC Fixed Security, the SFP Fixed Security, the EEP Floating Charge and the EEP Fixed Security,

"SFP Debt"

means all sums due and to become due to SFP by the Company whether as principal debtor, co obligant, guarantor, surety or otherwise (including all present, future or contingent obligations owed to SFP, whether such obligations exist now or arise in the future) together with interest and charges, interest on them and all commission,

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charges, fees, costs and expenses arising or incurred in connection with those sums;

"SFP Fixed Security"

means a standard security granted by the Company in favour of the Trustees over the Leasehold Property, registered in the Land Register for Scotland under title number FFE33278 on 26 May 1999 and recorded in the companies Register of Charges on 11 June 1999 the creditor's interest under which the Trustees have assigned to the SFP by virtue of Assignment by the Trustees with the consent of The Football Stadia Improvement Fund Limited, a company incorporated under the Companies Acts (registered number 4007132) and having its registered office at 30 Gloucester Place, London W1U 8FF in favour of the SFP dated 31 March 2005 and registered in the Land Register for Scotland under title number FFE33278 on 30 May 2005;

"SFP Floating Charge"

means a bond and floating charge granted by the Company in favour of the Trustees dated 10 May 1999 and recorded in the companies Register of Charges on 18 May 1999 the creditor's interest under which the Trustees have assigned to the SFP by virtue of Assignment by the Trustees with the consent of The Football Stadia Improvement Fund Limited, a company incorporated under the Companies Acts (registered number 4007132) and having its registered office at 30 Gloucester Place, London W1U 8FF in favour of the SFP dated 31 March 2005,

"SFP Priority Debt"

means the SFP Debt not exceeding Two hundred and six thousand, two hundred and fifty pounds (£206,250) Sterling;

"SSC Debt"

means all sums due and to become due to SSC by the Company whether as principal debtor, co obligant, guarantor, surety or otherwise (including all present, future or contingent obligations owed to SSC, whether such obligations exist now or arise in the future) together with interest and charges, interest on them and all commission, charges, fees, costs and expenses arising or

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incurred in connection with those sums,

"SSC Fixed Security"

means a standard security granted by the Company in favour of SSC over the Leasehold Property, registered in the Land Register for Scotland under title number FFE33278 on 26 May 1999 and recorded in the companies Register of Charges on 11 June 1999,

"SSC Floating Charge"

means a bond and floating charge granted by the Company in favour of SSC dated 10 May 1999 and recorded in the companies Register of Charges on 18 May 1999;

"SSC Priority Debt"

means the SSC Debt not exceeding one million pounds (£1,000,000) Sterling, and

"Trustees"

Lord Thomas Pendry, David Dent, Professor Robert Barr Jack, Bernard Geoffrey Spittle, Gordon Taylor, John Collin Thwaite and Thomas Wharton as the then Trustees of The Football Trust, formerly of Walkden House, 10 Melton Street, London, constituted under Declaration of Trust between The Football Association Limited and others dated 31 March 1998 (and their successors as Trustees of the said Football Trust)

Any term defined in Rider B shall have the same meaning in this Rider C

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FILE COPY

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

COMPANY NO. 11580

CHARGE NO. 12

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 18 MARCH 2008

WERE DELIVERED PURSUANT TO SECTION 410 OF THE
COMPANIES ACT 1985
ON 28 MARCH 2008

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 12
MARCH 2008

BY DUNFERMLINE ATHLETIC FOOTBALL CLUB LIMITED

IN FAVOUR OF
EAST END PARK LIMITED

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 1 APRIL 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES