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

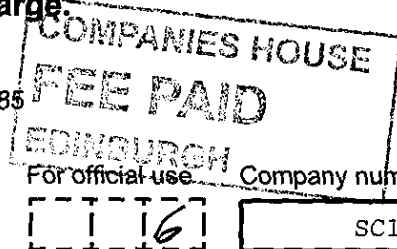
CHFP025

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

Pursuant to section 410 and 466 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)



Company number

SC11580

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

Name of company

DUNFERMLINE ATHLETIC FOOTBALL CLUB LIMITED

* insert full name
of company

Date of creation of the charge (note 1)

10th MAY 1999

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

BOND AND FLOATING CHARGE (THE "FT Floating Charge")

Names of the persons entitled to charge

Thomas Pendry and others as Trustees of the Football Trust of Walkden House, 10 Melton Street, London NW1 2ED (and now of Waterhouse Square, 138-142 Holborn, London EC1N 2ST)

Short particulars of all the property charged

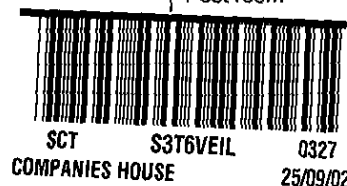
The whole of the property (including uncalled capital) which is or may be from time to time compromised in the property and undertaking of the Company.

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

Burness
50 Lothian Road
Festival Square
Edinburgh
EH3 9WJ
ED73 Edinburgh
447786v1

For official use
Charges Section

Post room



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this margin

1. Dunfermline Athletic Football Club Limited (SC11580), East End Park, Halbeath Road, Dunfermline, KY12 7RB (the "Company");

2. The Scottish Sports Council, Caledonian House, South Gyle, Edinburgh ("SSC");

3. The Football Stadia Improvement Fund Limited (4007132), 25 Soho Square, London, W1D 4FF ("FT");

4. The Governor and Company of the Bank of Scotland, The Mound, Edinburgh, EH1 1YZ ("BoS"); and

5. Wood Investments (Scotland) Limited (SC197045), c/o First Scottish Formations, Bonnington Bond, Anderson Place, Edinburgh, EH6 5NP ("Wood")

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

Date(s) of execution of the instrument of alteration

4 and 9 July, 14 and 23 August, and 11 and 18 September 2002.

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 is prohibited from granting any further security over the Assets except with the prior written consent of SSC, FT, BoS and Wood.

Short particulars of any property released from the floating charge

N/A

he 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 PAPER APART 1

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

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Please complete
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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 B Date 25.9.2002.

On behalf of [company] ~~charges~~ †

† delete as
appropriate

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. 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

PAPER APART 1 FOR FORM 466
DUNFERMLINE ATHLETIC FOOTBALL CLUB LIMITED (SC11580)

1. In respect of the Assets with the exception of the Leasehold Property:-
 - 1.1 The BoS Floating Charge shall rank in priority to the remainder of the Securities to the extent of the BoS Priority Debt; then
 - 1.2 The SSC Floating Charge and the FT Floating Charge rank second equally *pari passu* in respect of the SSC Priority Debt and the FT Priority Debt; then
 - 1.3 The BoS Floating Charge shall rank third for the BoS Debt in excess of the BoS Priority Debt; then
 - 1.4 The SSC Floating Charge and the FT Floating Charge shall rank fourth equally *pari passu* for the SSC Debt in excess of the SSC Priority Debt and the FT Debt in excess of the FT Priority Debt; and then
 - 1.5 The Wood Floating Charge shall rank fifth to the extent of the Wood Debt.
2. In respect of the Leasehold Property:-
 - 2.1 the BoS Floating Charge, the SSC Fixed Security and the FT Fixed Security shall rank first equally *pari passu* for all sums due to BoS, SSC and FT respectively; and then
 - 2.2 the Wood Floating Charge shall rank second in respect of the Wood Debt.

In this paper apart the following definitions are used:-

“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;
“the Agreement”	means the ranking agreement among the Company, SSC, FT, BoS and Wood dated 4 and 9 July, 14 and 23 August, and 11 and 18 September 2002;
“the 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 as after as before any demand made or decree obtained;

“the BoS Floating Charge” means the floating charge granted by the Company in favour of BoS dated 29 June and registered in the Companies Register of Charges on 13 July 1990;

“the BoS Priority Debt” means the BoS Debt not exceeding one million five hundred thousand pounds (£1,500,000) STERLING, together with interest on that amount and all commission, charges, fees, costs and expenses arising or incurred in connection with it;

“FT Debt” means all sums due and to become due to FT by the Company whether as principal debtor, co-obligant, guarantor, surety or otherwise (including all present, future or contingent obligations owed to FT, 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 incurred in connection with those sums;

“FT Fixed Security” means the standard security granted by the Company in favour of FT over the Leasehold Property registered in the Land Register for Scotland under title number FFE33278 on 26 May 1999 which is affected by ranking provisions in a ranking agreement between the Company, SSC, FT and BoS registered in the Land Register for Scotland on 6 March 2000 and recorded in the Companies Register of Charges on 11 June 1999;

“FT Floating Charge” means the bond and floating charge granted by the Company in favour of FT dated 10 May and recorded in the Companies Register of Charges on 18 May 1999;

“FT Priority Debt” means the FT Debt not exceeding Two hundred and six thousand, two hundred and fifty pounds (£206,250) Sterling together with interest on that amount and all commission, charges, fees, costs and expenses arising or incurred in connection with it;

“FT Security” means the FT Fixed Security and the FT Floating Charge;

“Lease”	means the lease of the Property between Stadia Management Limited (formerly called 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 amended by minute of extension and variation of lease between the said Stadia Management Limited and the Company dated 1 September 1998 and a further minute of variation of lease between the said Stadia Management Limited and the Company dated 10 and 11 May 1999 as the said lease and minutes are registered in the Land Register for Scotland under title number FFE33278 and as the lease has been further amended by minute of variation of lease dated 9 October and 2 November and registered in the Books of Council and Session on 7 November both months of 2000;
“Leasehold Property”	means the Company’s interest as tenants under the Lease in the Property;
“ <i>pari passu</i> ”	shall be construed as meaning that the repayment of any amounts due to any of the parties to the Agreement in respect of which the parties to the Agreement are stated to rank <i>pari passu</i> shall be made <i>pro rata</i> 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 <i>pari passu</i> ;
“Property”	means ALL and WHOLE that field known as East End Park, Dunfermline in the Burgh and Parish of Dunfermline and the County of Fife being the subjects more particularly described in and disposed by the Disposition by Lieutenant Colonel Robert Leny MacAlpine Leny in favour of the Company dated 18 January and recorded in the Division of the General Register of Sasines applicable to the County of Fife on 25 February both days in the year 1921 TOGETHER WITH (a) the whole buildings and other erections thereon (b) the landlords’ fixtures and fittings therein and thereon (c) the whole parts, privileges and pertinents of the said subjects and (d) the whole rights common, mutual and sole effeiring thereto;
“Securities”	means the BoS Floating Charge, the SSC Floating Charge, the FT Floating Charge, the SSC Fixed Security, the FT Fixed Security and the Wood Floating Charge;

“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 at the date of signing of the Agreement or arise in the future) together with interest and charges, interest on them and all commission, charges, fees, costs and expenses arising or incurred in connection with those sums;
“SSC Fixed Security”	means the 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 which is affected by ranking provisions in the ranking agreement between the Company, SSC, FT and BoS registered in the Land Register for Scotland on 6 March 2000 and recorded in the Companies Register of Charges on 11 June 1999;
“SSC Floating Charge”	means the bond and floating charge granted by the Company in favour of SSC dated 10 May 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 together with interest on that amount and all commission, charges, fees, costs and expenses arising or incurred in connection with it;
“Wood 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 Wood by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not Wood shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which Wood may charge 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;
“Wood Floating Charge”	means the bond and floating charge granted by the Company in favour of Wood dated 30 May and registered in the Companies Register of Charges on 12 June 2002.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company number 11580

I hereby certify that particulars of an instrument of alteration dated
18 SEPTEMBER 2002

were delivered pursuant to section 410 of the Companies Act, 1985,
on 25 SEPTEMBER 2002 .

The instrument relates to a charge created on 10 MAY 1999

by DUNFERMLINE ATHLETIC FOOTBALL CLUB LIMITED

in favour of THE FOOTBALL TRUST

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh



C O M P A N I E S H O U S E



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: SC011580 CHARGE: 6

(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 acquisition 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
15/05/1999		10/ 5/99 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	THE FOOTBALL TRUST

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: SC011580 CHARGE: 6

(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 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 ANY FURTHER 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: SC011580 CHARGE: 6

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. £
	<p>DUNFERMLINE ATHLETIC FOOTBALL CLUB LIMITED THE FOOTBALL TRUST THE SCOTTISH SPORTS COUNCIL THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND</p> <p>THE FOOTBALL STADIA IMPROVEMENT FUND LIMITED AND ANOTHER THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND THE SCOTTISH SPORTS COUNCIL DUNFERMLINE ATHLETIC FOOTBALL CLUB LIMITED</p>				