

MR01

Particulars of a charge



Companies House

A fee is payable with this form.  
Please see 'How to pay' on the  
last page.

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☐ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR0

For further information, please  
refer to our guidance at:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the c  
delivered outside of the 21 days it will be rejected unless it is acco  
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form  
scanned and placed on the public record. **Do not send the origi**

WEDNESDAY



\*S40ZSWSH\*

SCT

11/02/2015

#81

COMPANIES HOUSE

**1 Company details**

Company number S C 4 2 5 1 5 9

Company name in full THE RANGERS FOOTBALL CLUB LIMITED

For official use

6

→ **Filling in this form**

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 0 5 0 2 2 0 1 5

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name SPORTSDIRECT.COM RETAIL LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

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4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

ALL and WHOLE the subjects known as Training Centre Youth Academy, Auchenhowie Road, Milngavie, Glasgow, G62 6EJ being the subjects registered in the Land Register of Scotland under title number DMB 65871.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup>This statement may be filed after the registration of the charge (use form MR06).

9

**Signature**

Please sign the form here.

Signature

Signature

X *Brian Seaton* X

MEMBER FOR BRIDLES LTD

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name BJM.JAS.SPO11.90 (26082813)

Company name BRODIES LLP

Address 15 ATHOLL CRESCENT

Post town EDINBURGH

County/Region

Postcode E H 3 8 H A

Country UNITED KINGDOM

DX ED10

Telephone 0131 228 3777



**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



**Important information**

Please note that all information on this form will appear on the public record.



**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 425159

Charge code: SC42 5159 0006

The Registrar of Companies for Scotland hereby certifies that a charge dated 5th February 2015 and created by THE RANGERS FOOTBALL CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th February 2015.

Given at Companies House, Edinburgh on 16th February 2015



**Companies House**



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

**The Rangers Football Club Limited**

**Sportsdirect.com Retail Limited**

*27 January 2015*

CERTIFIED A TRUE  
COPY SAVE FOR THE  
MATERIAL REDACTED  
PURSUANT TO S859G  
OF THE COMPANIES  
ACT 2006

*Jodie Dunz*  
BRODIES LLP  
Solicitors  
JODIE EMMA NICOLA DUNZ  
10 FEBRUARY 2015

Ref: *SPD 11.90*

## Standard Security

over Property known as Training Centre, Youth Academy,  
Auchenhowie Road, Milngavie, Glasgow, G62 6EJ

This Standard Security is made pursuant to a credit facility agreement dated on or  
around the date of this Standard Security between Sportsdirect.com Retail Limited  
and the Company

## STANDARD SECURITY

### BETWEEN:

- (1) The Rangers Football Club Limited a company incorporated under the Companies Acts with registered number SC425159 and having its registered office at Ibrox Stadium, 150 Edmiston Road, Glasgow G51 2XD (the "Company"); and
- (2) Sportsdirect.com Retail Limited a company incorporated under the Companies Acts with registered number 03406347 and having its registered office at Unit A, Brook Park East, Shirebrook NG20 8RY (the "Lender").

### IT IS AGREED as follows:

#### 1. Definitions and interpretation

##### 1.1 In this Standard Security:

**"Certificate"** means a certificate of the amount of the Company's indebtedness to the Lender issued by an authorised representative of the Lender;

**"Event of Default"** has the meaning given to that term in the Facility Letter;

**"Facilities Agreement"** means the facilities agreement dated on or around the date of this Standard Security and made between (1) the Company, as borrower and (2) the Lender, as lender (as varied, restated and/or amended from time to time);

**"Moveables"** means all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them located on the Property from time to time;

**"Property"** means the property specified in the Schedule annexed and executed as relative hereto ;

**"Secured Obligations"** means all present and future monies, obligations and liabilities of the Company to the Lender under the Facilities Agreement, whether actual or contingent, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities;

**"Security"** means a standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect and

**"Standard Security"** means this Standard Security;

##### 1.2 Unless the context otherwise requires, any reference in this Standard Security to:

- (a) a Clause or Schedule is a reference to a clause of or schedule to this Standard Security;
- (b) the **"Property"**, or the **"Secured Obligations"** includes a reference to any part of them or it;

- (c) this "**Standard Security**" or any other agreement or document is a reference to the same as it may have been, or may from time to time be, amended, varied, supplemented, restated, substituted or novated from time to time and in however fundamental a manner;
- (d) the "**Property**" includes all buildings, erections, fixtures and fittings on that property and the proceeds of sale of that property;
- (e) a party to this Standard Security includes its successors and assigns;
- (f) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having a separate legal personality) or two or more of the foregoing;
- (g) any provision of law includes that provision as amended, re-enacted or replaced and includes any subordinate legislation;
- (h) "**this Security**" means any Security created or constituted by this Standard Security; and
- (i) words in the singular include the plural and vice versa and words in one gender include any other gender.

1.3 Headings in this Standard Security are for ease of reference only.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 A reference to any party shall include that party's personal representatives, successors and permitted assignees.

1.6 Any reference to a Scottish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Scotland, be deemed to include a reference to what most nearly approximates to the Scottish legal term in that jurisdiction.

1.7 References to clauses are to the clauses of this Standard Security.

## 2. **Covenant to Pay**

2.1 The Company hereby binds itself and its successors and executors whomsoever to pay and discharge on demand the Secured Obligations to the Lender

## 3. **Security**

3.1 The Company as a continuing security for the payment, performance and discharge of the Secured Obligations grants a Standard Security in favour of the Lender over the Property.

## 4. **Standard Conditions**

The standard conditions specified in Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any lawful variation to them operative for the time being shall apply and are deemed incorporated in and to form part of this Standard Security subject to the following variations:-

- 4.1 The Company shall not at any time during the continuance of the security without the consent in writing of the Lender (such consent not to be unreasonably withheld or delayed):-
  - 4.1.1 carry out any development (as defined in any applicable planning legislation) on any part of the Property;
  - 4.1.2 make any alteration in the use of any part of the Property (save that the carrying out of non-structural improvements or alterations which affect only the interior of any building on the Property shall not require consent);
  - 4.1.3 where at the date of this Standard Security or at any time subsequently the Company is in occupation of the Property, part with occupation of the Property or any part of it or grant any servitude, wayleave, real burden or water or drainage rights or other continuing rights upon or affecting the Property or any part of it;
  - 4.1.4 create or permit to arise over the Property any overriding interest (as defined in Section 28(1) of the Land Registration (Scotland) Act 1979);
  - 4.1.5 apply under any statute relating to housing, agricultural land or crofts or any other statute of any kind for the time being in force for an improvement grant or other grant in respect of the Property;
  - 4.1.6 make directly or indirectly any application for planning permission without the consent of the Lender (such consent not to be unreasonably withheld or delayed);
  - 4.1.7 create a subsequent security over the Property or any part of it;
  - 4.1.8 transfer the Property under burden of this Standard Security;
  - 4.1.9 alter or vary or agree to alter or vary the terms of any lease to which the Property is subject;
  - 4.1.10 surrender or otherwise terminate any lease to which the Property is subject;
  - 4.1.11 grant any lease or tenancy or exercise any other power of leasing of the whole or part of the Property; or
  - 4.1.12 grant any person any contractual licence or the right to occupy the Property or part with possession of it.
- 4.2 The Company will insure the Property to the extent of the higher of (i) the market value of the Property and (ii) the full reinstatement value of the Property or to any other extent approved by the Lender against the risk of fire and such other risks normally insured against or as the Lender may require with a reputable insurance company approved by the Lender. The Company will not do and will not allow anything to be done which might prejudicially affect any insurance policy in respect of the Property. In the event that the Company fails to insure the Property, the Lender is entitled but not bound to effect such insurance and to recover the costs from the Company.
- 4.3 *The Lender may, at any time after it shall have become entitled to enter into possession of the Property, serve notice upon the Company requiring the Company to vacate the Property within a period of 7 days and the Company shall upon the expiry of that period, vacate the Property so far as occupied by the Company or others for whom the Company is responsible, and the Company agrees that a warrant of summary ejection may competently proceed against the*



Company in the Sheriff Court of the County in which the Property is situated at the instance of the Lender.

- 4.4 The security created by this Standard Security shall be a security to the Lender for any balance which may remain due to the Lender after applying any payments received by the Lender from any person (including any liquidator, receiver, administrator, trustee in sequestration or trustee under any trust deed for creditors) in respect of the Secured Obligations and the Company shall not be entitled to require from the Lender any assignation of those obligations or any part of them or to rank in any liquidation, receivership, administration or sequestration or under any trust deed in respect of any payment made by the Company to the Lender or to have the benefit of any securities held by the Lender until the whole amount secured by this Standard Security has been paid or settled in full.

- 4.5 If the Lender enters possession of the Property, the Lender shall be entitled at the expense and risk of the Company to remove, store, sell or otherwise deal with any Moveables left in or upon the Property on the day on which the Lender enters into possession; the Lender shall not be liable for any loss or damage occasioned by the exercise of this entitlement but the Lender shall account for the proceeds of any sale of the Moveables after deducting all expenses incurred by the Lender in connection with the sale.

## 5. **Enforcement**

After the occurrence of an Event of Default the Company shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions and the Lender, without prejudice to any other rights and remedies available to it by virtue of the Standard Conditions or any other security, mortgage, charge or undertaking or in any other manner, will be entitled to take possession of the Property and to exercise any of the remedies available to a creditor on default of a debtor by virtue of the provisions of the Conveyancing and Feudal Reform (Scotland) Act 1970.

## 6. **Further assurances**

- 6.1 The Company shall, at its own expense, take whatever action the Lender may require for perfecting or protecting the Security intended to be created by this Standard Security or for facilitating or effecting the realisation of any Property or the exercise of any right, power or discretion exercisable by the Lender in respect of any Property, including, but not limited to, the execution and delivery of any transfer, conveyance, assignment or assurance of any asset, the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender may think expedient.

## 7. **Benefit of this Standard Security**

- 7.1 This Standard Security shall bind and enure to the benefit of the Lender and their respective successors.
- 7.2 The Lender may assign or transfer all or any part of its rights, and/or obligations under this Standard Security without the consent of the Company. The Company shall enter into any documents specified by the Lender to be necessary to give effect to such assignment or transfer.
- 7.3 The Company may not assign or transfer all or any part of its rights and/or obligations under this Standard Security.

**8. Notices**

- 8.1 Any communication to be made under or in connection with this Standard Security shall be made in writing and may be delivered personally or by post.
- 8.2 The address for each party for any communication or document to be made or delivered under or in connection with this Standard Security is in each case that identified with its name at the beginning of this letter or such other substitute address as a party may notify to the other in accordance with this letter by not less than five Business Days' notice.
- 8.3 Any communication or document made or delivered by one person to another under or in connection with this Standard Security will only be effective when it has been left at the relevant address or the next Business Day after being deposited in the post postage prepaid in an envelope addressed to it at that address, and provided that any such communication or document received after business hours or on a non-working day in the place of receipt will only be deemed to be received on the next working day in such place.

**9. Miscellaneous**

- 9.1 This standard security is continuing and extends to the ultimate balance of all the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

- 9.2 No delay or omission of the Lender in exercising any right or remedy under this Standard Security shall impair or waive such right or remedy, nor shall any single or partial exercise of any right or remedy preclude its further exercise or the exercise of any other right or remedy. The Lender's rights and remedies under this Standard Security are cumulative and not exclusive of any rights or remedies provided by law and may be waived only in writing and specifically.

**9.3 Certificate**

The sums due by the Company to the Lender shall be conclusively ascertained by a Certificate, in the absence of manifest error.

**9.4 Arrangements with Others**

The Lender may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the Standard Security and the liability of the Company to the Lender under the Standard Security) allow any person any time or indulgence or enter into, renew, vary or end any arrangement, security or guarantee with any person.

**9.5 Preservation of Lender's Claims Against Others**

If the Company is liable under the Standard Security for the debts of another person then:

- 9.5.1 the Company shall not in competition with or in priority to the Lender make any claim against that other person nor take or share in or enforce any security in respect of such debts until such debts have been paid to the Lender in full;
- 9.5.2 the liability of the Company under the Standard Security shall not be affected by the existence of any other security or guarantee nor by any other security or guarantee being or becoming void or unenforceable; and
- 9.5.3 the Lender may place to the credit of a suspense account for so long as it considers desirable any monies received in respect of such debts without any obligation to apply them towards payment of such debts and, in applying monies towards payments of such debts, the Lender may appropriate them towards such part or parts of the debts as it thinks fit.

**10. Warrandice**

The Company grants warrandice, but excepting therefrom (one) the Standard Security by The Rangers Football Club PLC in favour of The Scottish Sports Council registered in the Land Register of Scotland under Title Number DMB65871 on 11<sup>th</sup> January 2002, and (two) the lease between The Rangers Football Club PLC in favour of SP Distribution PLC registered in the Land Register of Scotland under Title Number DMB65871 on 4<sup>th</sup> March 2003.

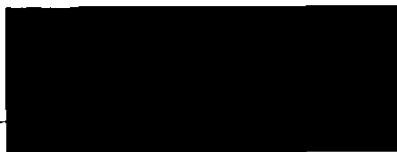
**11. Registration**

The Company consents to registration of this Standard Security and any Certificates for execution.

**12. Governing Law**

This Standard Security and any non-contractual obligations arising out of or in connection with it are governed by the Law of Scotland any dispute, difference or question of any kind which may arise between the parties or out of the terms hereof shall (unless otherwise provided herein) be determined in accordance with the Law of Scotland and the parties prorogate themselves to the jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents printed on this and the 6 preceding pages together with the Schedule annexed hereto are subscribed on behalf of the Company at *LONDON* on 27 JANUARY 2015 by:-

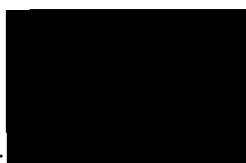


Director

*David Somers*

Full name of Director

In the presence of:-



Signature of witness..

Print name.....

*PETER CADMAN*

Address.....



**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY GRANTED  
BY THE RANGERS FOOTBALL CLUB LIMITED IN FAVOUR OF SPORTSDIRECT.COM RETAIL  
LIMITED**

**SCHEDULE**

**The Property**

1. ALL and WHOLE the subjects known as Training Centre Youth Academy, Auchenhowie Road, Milngavie, Glasgow, G62 6EJ being the subjects registered in the Land Register of Scotland under title number DMB 65871.

A large black rectangular redaction box covering the signature of the Director.

**Director**