

1403591/43

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

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

☒ **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 MR08.

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

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



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

WEDNESDAY



S40ZSWXL

SCT

11/02/2015

#104

COMPANIES HOUSE

1 Company details

Company number

S	C	4	2	5	1	5	9
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Company name in full THE RANGERS FOOTBALL CLUB LIMITED

→ 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

2	7	0	7	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

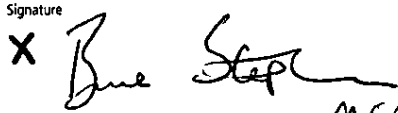
Name

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.

MRO1

Particulars of a charge

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 Intellectual Property (rights to trademarks and domain names and goodwill in such trademarks and domain names which subsist or will subsist now or in the future in any part of the United Kingdom) in the Trademarks (the trademarks referred to in Schedule 1 of the instrument). Please see the instrument for further details.	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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^① 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. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature  MEMBER FOR BRIDGES LLP 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 (26082542)

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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 425159

Charge code: SC42 5159 0008

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th January 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**

DATED

27 January

2015

FIXED CHARGE OVER INTELLECTUAL PROPERTY RIGHTS

Between

THE RANGERS FOOTBALL CLUB LIMITED

and

SPORTSDIRECT.COM RETAIL LIMITED

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

J. Allen
BRODIES LLP
Solicitors

10/2/ 2014

Ref: *SPO 11.90*

RPC
Tower Bridge House
St Katharine's Way
London
E1W 1AA

Ref: SA01/SPO28.78

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THIS CHARGE is made on

2015

Between:

- (1) **THE RANGERS FOOTBALL CLUB LIMITED**, a company incorporated in Scotland (registered no. SC425159), whose registered office is at Ibrox Stadium, Edmiston Drive, Glasgow G51 2XD (the **Chargor**).
- (2) **SPORTSDIRECT.COM RETAIL LIMITED**, (Company No. 03406347), a company incorporated and registered in England and Wales whose registered office is at Unit A, Brook Park East, Shirebrook NG20 8RY, UK (the **Chargee**).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

Act: the Law of Property Act 1925.

Authorisation: an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

Charged Assets: the assets mortgaged, charged or assigned by the Chargor under this Deed.

Default: a failure by the Chargor to comply with the Secured Obligations or a failure by the Chargor to comply with the provisions of clauses 4, 5, 6 and 0 of this Deed.

Facilities Agreement: the facilities agreement dated on or around the date of this deed between the Chargor and the Chargee for the provision of the loan facilities secured by this deed as amended from time to time.

Intellectual Property: rights to trademarks and domain names and goodwill in such trademarks and domain names which subsist or will subsist now or in the future in any part of the United Kingdom.

Intellectual Property Rights: all Intellectual Property in the Trademarks.

IP Licence and Rights Agreement: the intellectual property licence and rights agreement dated on or around the date of this deed between the Chargor and Rangers Retail Limited.

Receiver: any one or more persons appointed as a receiver or receiver and manager under this Deed.

Secured Obligations: all present and future monies, obligations and liabilities of the Chargor to the Chargee 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: a mortgage, assignment, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Period: the period beginning on the date of this Deed and ending on the date on which the Chargee (acting reasonably) is satisfied that all the Secured Obligations have been unconditionally and irrevocably paid, released and discharged in full and no further Secured Obligations are capable of becoming outstanding.

Scottish Security: the Scottish law trademark assignment in security entered into by the Chargor in favour of the Chargee on or about the date of this Deed.

Trademarks: the trade marks referred to in Schedule 1.

1.2 Construction

1.2.1 In this Deed, unless a contrary indication appears, any reference to:

- (a) "**assets**" includes present and future properties, revenues and rights of every description and includes the proceeds of sale of any such asset;
- (b) the "**Charged Assets**" or the "**Secured Obligations**" includes a reference to any part of them or it;
- (c) this Deed 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 or novated;
- (d) "**obligations**" means obligations and liabilities and include the whole or any part of them, present and future, actual and contingent;
- (e) a party to this Deed includes its successors, permitted transferees and permitted assigns;
- (f) "**persons**" includes bodies corporate, unincorporated associations and partnerships in each case whether or not having a separate legal personàlity;
- (g) "**powers**" include rights, powers, discretions and authorities;
- (h) "**this Security**" means any Security created by this Deed;
- (i) any provision of law includes that provision as amended, re-enacted or replaced from time to time and includes any subordinate legislation;
- (j) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (k) words in the singular include the plural and vice versa and words in one gender include any other gender.

1.2.2 Headings in this Deed are for ease of reference only.

1.2.3 It is intended that this document take effect as a deed notwithstanding the fact that (if executed by the Chargee) the Chargee may only execute this document under hand.

1.3 Clawback

If the Chargee considers that an amount paid by the Chargor in respect of the Secured Obligations is reasonably likely to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4 Perpetuity Period

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.5 Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

1.6 Continuation of undertakings

Any undertaking made by or obligation imposed on the Chargor in this Deed will continue in force throughout the Security Period.

1.7 Third party rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

1.8 Scottish Security

The Scottish Security creates first priority Security over those Trademarks which are registered in the United Kingdom. In the event of a conflict between the terms of this Deed and the terms of the Scottish Security in relation to any Trademark which is registered in the United Kingdom, the terms of the Scottish Security shall apply.

1.9 IP Licence and Rights Agreement

Prior to the occurrence of an Event of Default, the Chargee acknowledges the terms of the IP Licence and Rights Agreement and agrees that the Intellectual Property Rights are subject to the terms of the IP Licence and Rights Agreement.

2. UNDERTAKING TO PAY

2.1 Undertaking to pay

The Chargor undertakes with the Chargee to pay the Secured Obligations to the Chargee within 7 days from the Chargee giving written notice to the Chargor that the Secured Obligations are due but have not been paid by the Chargor.

2.2 Indemnity

The Chargor as principal Chargor and as a separate and independent obligation and liability from his obligations and liabilities under clause 2.1 agrees to indemnify and keep indemnified the Chargee in full in relation to the Secured Obligations but only to the extent that they are not satisfied within 14 days from the Chargee giving written notice to the Chargor that the Secured Obligations are due but have not been paid by the Chargor.

3. **FIXED SECURITY**

As continuing security for the payment or discharge of the Secured Obligations the Chargor with full title guarantee charges to the Chargee by way of fixed charge its rights and interest in the Intellectual Property Rights (to the extent that such rights and interest are not charged to the Chargee under the terms of the Scottish Security).

4. **REPRESENTATIONS**

The Chargor makes the representations and warranties set out in this Clause to the Chargee on the date of this Deed (but on the basis that no breach of any such representations and warranties shall occur as a result of any fact, matter or circumstance existing at the date of this Deed whether or not the Chargor and/or Chargee is aware of the same).

4.1 **Status**

4.1.1 It is a limited liability company duly incorporated and validly existing under the law of Scotland.

4.1.2 It has the power to own its assets and carry on its business in Scotland as it is being conducted,

4.2 **Binding obligations**

The obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations.

4.3 **Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and deliver/ of, this Deed and the transactions contemplated by this Deed.

4.4 **Security documents**

This Deed creates valid and, subject to clause 1.8, first priority Security over the assets to which it relates.

4.5 **Ownership of Charged Assets**

Subject to clause 1.8 and clause 1.9:

4.5.1 the Chargor is the sole legal and beneficial owner of, and owns all the rights and interests of all of the Intellectual Property Rights.

4.5.2 for each of the registrations listed in Schedule 1 the Chargor is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid.

4.5.3 the Chargor has not licensed or assigned any of the Intellectual Property Rights in whole or in part (other than informal non-exclusive licences to third parties on an arm's length basis in the ordinary course of business as carried on at the date of this Deed).

4.5.4 all the Intellectual Property Rights are valid and subsisting.

4.5.5 exploitation of the Intellectual Property Rights will not infringe the rights of any third party.

4.6 No Security Interests

The Charged Assets are free from any Security other than the Security created by this deed and the Scottish Security.

4.7 Centre of main interests

For the purposes of Council Regulation (EC) No. 1346/2000 on insolvency proceedings its centre of main interest is situated in England and Wales.

4.8 No Breach of Laws

There is no breach of any law or regulation that materially and adversely affects the Charged Assets.

4.9 No Interference in Enjoyment

No facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use.

4.10 Avoidance of Security

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.

4.11 Repetition

The representations and warranties in this Clause are deemed to be made by the Chargor by reference to the facts and circumstances then existing on each day until the Secured Obligations have been discharged in full.

5. NEGATIVE UNDERTAKINGS

5.1 Negative pledge

5.1.1 The Chargor shall not create or permit to subsist any Security or purport to do so over any of the Charged Assets (other than this Security and the Scottish Security).

5.1.2 Other than the Scottish Security and the IP Licence and Rights Agreement, the Chargor shall not (save that it may grant licences to third parties on an arm's length basis in the ordinary course of business as carried on at the date of this Deed):

- (a) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Assets; or
- (b) create or grant (or purport to create or grant) any interest in the Charged Assets in favour of a third party.

5.1.3 The Chargor shall not carry on its business from any website other than any of those located at the Domain Names or any other website through which it carries on business as carried on at the date of this Deed.

5.2 Disposals

Other than the Scottish Security, the IP Licence and Rights Agreement and the grant of licences to third parties on an arm's length basis in the ordinary course of business as carried on at the date of this Deed, the Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, license, transfer or otherwise dispose of (or purport to do so) any Charged Assets.

5.3 Centre of main interests

The Chargor shall not move its centre of main interests for the purposes of Council Regulation (EC) No 1346/2000 on insolvency procedures outside England and Wales.

6. UNDERTAKINGS RELATING TO THE CHARGOR'S BUSINESS

6.1 Provision of information

The Chargor shall give to the Chargee or any Receiver such information relating to the Charged Assets as either of them reasonably requires.

6.2 Laws

The Chargor shall observe and perform all laws, covenants and stipulations from time to time affecting the Charged Assets.

6.3 Proceedings

The Chargor shall promptly notify the Chargee of any litigation, arbitration or administrative proceedings which to its knowledge are threatened, pending or have been commenced against it in relation to the Charged Assets.

6.4 Accuracy of information

The Chargor shall ensure that all information supplied to the Chargee by it in relation to the Charged Assets is at the time of supply complete and accurate in all material respects.

6.5 Notice of misrepresentation and breaches

The Chargor shall, promptly on becoming aware of any of the same, give the Chargee notice in writing of:

6.5.1 any representation or warranty set out in this Deed that is incorrect or misleading in any material respect when made or deemed to be repeated: and

6.5.2 any material breach of any covenant set out in this Deed.

7. UNDERTAKINGS RELATING TO THE CHARGED ASSETS

7.1 Registrations

The Chargor shall promptly and at its own expense take all such steps and execute all such documents as the Chargee reasonably requires in relation to the registration of the Chargee's interest under this Deed in or in relation to any Trademarks.

7.2 Maintenance of Intellectual Property Rights

Without being liable for any breach of the following arising as a result of any fact, matter or circumstance existing at the date of this Deed whether or not the Chargor and/or Chargee is aware of the same, the Chargor shall, subject to the Scottish Security:

7.2.1 preserve, maintain, make and renew as necessary all Intellectual Property Rights and all registrations in connection with the Intellectual Property Rights and for that purpose pay all applicable renewal fees, licence fees and other outgoings;

7.2.2 promptly notify the Chargee if it becomes aware of any infringement or suspected infringement of the Intellectual Property Rights by any person and at its own expense take such action to prevent such infringement as the Chargee may reasonably require; and

7.2.3 conduct its business and affairs in such a way as not to endanger the existence or validity of any of the Intellectual Property Rights or to lead to the curtailment, forfeiture, invalidity, suspension, abandonment or lapse of any Intellectual Property Rights or the effectiveness of the Security created by this Deed.

8. WHEN SECURITY BECOMES ENFORCEABLE

8.1 Timing

This Security shall become immediately enforceable if a Default occurs save that where such Default is a failure by the Chargor to comply with the Secured Obligations this Security shall only become immediately enforceable if such Default has been continuing for a period of more than 7 days.

8.2 Enforcement

After this Security has become enforceable:

8.2.1 the Chargee may in its absolute discretion enforce all or any part of this Security in any manner it sees fit; and

8.2.2 the Chargor shall cease using the Intellectual Property Rights immediately.

9. ENFORCEMENT OF SECURITY

9.1 Power to Remedy at any time

9.1.1 The Chargee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this Deed.

9.1.2 The Chargee irrevocably authorises the Chargor and its agents to do all things that are reasonably necessary for that purpose.

- 9.1.3 Any monies expended by the Chargee in remedying a breach by the Chargor of its obligations contained in this Deed shall be reimbursed by the Chargor to the Chargee on a full indemnity basis in accordance with clause 13.1.

9.2 Chargee's powers on enforcement

Immediately upon this Security becoming enforceable or at any time thereafter the Chargee may do all or any of the following:

- 9.2.1 exercise the power of sale and all other powers conferred by section 101 of the Act as varied or extended by this Deed;
- 9.2.2 subject to section 72A of and paragraph 43 of Schedule A1 to the Insolvency Act 1986, appoint one or more persons as a receiver or receiver and manager of any Charged Assets; and
- 9.2.3 exercise all the powers conferred on a Receiver by this Deed, the Act and the Insolvency Act 1986 without first appointing a Receiver or notwithstanding the appointment of a Receiver.

9.3 Powers under the Act

- 9.3.1 Section 103 of the Act will not apply to this Deed.
- 9.3.2 The power of sale and all other powers conferred by section 101 of the Act as varied or extended by this Deed will arise upon execution of this Deed by the Chargor.

9.4 Receivers

- 9.4.1 The Chargee may appoint any Receiver upon such terms as to remuneration and otherwise as the Chargee thinks fit.
- 9.4.2 Any Receiver will be the agent of the Chargor for all purposes and the Chargor will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of the Chargee.
- 9.4.3 If at any time any two or more persons appointed by the Chargee hold office as Receivers of the same assets or income, each of them may (unless otherwise stated in the instrument(s) appointing them) exercise all powers and discretions conferred on Receivers by this Deed individually and to the exclusion of the other or others of them.
- 9.4.4 The Chargee may at any time by writing remove any Receiver whether or not the Chargee appoints any other person as Receiver in his place.

10. POWERS OF RECEIVER AND CHARGE

10.1 General and statutory powers

Every Receiver, has (subject to any limitations or restrictions expressed in the instrument appointing him) all the rights powers and discretions conferred by the Act on receivers appointed under the Act and conferred on receivers or administrative receivers by the Insolvency Act 1986, or otherwise conferred by any law.

10.2 Additional powers

In addition, and without limiting clause 10.1 (General and statutory powers), every Receiver shall have power to:

- 10.2.1 take possession of, collect and get in the Charged Assets, including (but not limited to) all rents, licence fees and other income;
- 10.2.2 comply with and perform all of the undertakings and covenants of the Chargor contained in this Deed;
- 10.2.3 in connection with the Charged Assets carry on the Chargor's business as he thinks fit;
- 10.2.4 repair, maintain, alter or improve the Charged Assets;
- 10.2.5 raise or borrow money either unsecured or on the security of the Charged Assets (either in priority to this Security or otherwise) and generally on such terms as he thinks fit;
- 10.2.6 sell, exchange, or otherwise convert into money or realise the Charged Assets, either by public auction or private contract or in any other manner, and generally in such manner and on such terms and conditions and for such consideration as he may think fit;
- 10.2.7 let or licence the Charged Assets for any term and at any rent, royalty or licence fee, with or without a premium, and may vary, terminate, renew, or accept surrenders of leases or licences in each case in such manner and on such terms as he thinks fit;
- 10.2.8 carry any sale, letting, licensing or other disposal into effect by transferring, letting, licensing or otherwise making such disposal in the name of and on behalf of the Chargor and for that purpose may execute any deed, receipt or other document;
- 10.2.9 bring, prosecute, enforce, defend and abandon any action or proceeding in relation to the Charged Assets as he thinks fit;
- 10.2.10 enter into, perform, repudiate, rescind, rectify or vary contracts, covenants, commitments, guarantees and similar matters in relation to the Charged Assets;
- 10.2.11 settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands relating in any way to the Charged Assets;
- 10.2.12 make any arrangement or compromise, allow time for payment or enter into, abandon, cancel or disregard any contracts or rights as he may think expedient;
- 10.2.13 effect such insurances of the Charged Assets as he thinks fit;
- 10.2.14 engage or employ or dismiss managers, officers, contractors, agents, servants, workmen and others for any of the purposes referred to in this clause 10 upon such terms as to remuneration or otherwise as he thinks fit;
- 10.2.15 make any election, registration or return for Value Added Tax purposes;

10.2.16 do all other acts and things which he may consider to be necessary or desirable for realising the Charged Assets or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver by this Deed; and

10.2.17 exercise in relation to the Charged Assets all powers, authorities and things which he could exercise if he were the absolute beneficial owner of the Charged Assets,

10.3 Prior encumbrances

At any time after this Security has become enforceable, the Chargee may redeem any prior Security against the Charged Assets or procure a transfer of such Security to itself and may agree the accounts of the person entitled to that Security and any accounts so agreed will be binding on the Chargor. Any money paid by the Chargee in connection with a redemption or transfer of any prior Security will form part of the Secured Obligations.

10.4 Possession

If the Chargee, any Receiver or any delegate of either of them takes possession of any Charged Assets it may go out of possession at any time.

11. DELEGATION OF POWERS BY CHARGEES OR RECEIVER

11.1 Delegation

The Chargee or any Receiver may from time to time delegate by power of attorney or in any other manner to any person any powers which are for the time being exercisable by the Chargee or a Receiver under this Deed in relation to any Charged Assets and any such delegation may be made upon such terms as the Chargee or such Receiver may think fit.

11.2 Liability for delegates

Neither the Chargee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or damage arising from any act or omission on the part of any such delegate unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of the delegate.

12. EXCLUSION OF LIABILITY

12.1 No obligation to recover

Neither the Chargee nor any Receiver is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Assets whether or not it is in possession of the relevant Charged Assets.

13. REIMBURSEMENT AND INDEMNITY

13.1 Reimbursement

Save for any costs incurred in agreeing and entering into this Deed, the Chargor shall pay to the Chargee on demand:

13.1.1 any money paid by the Chargee or any Receiver:

- (a) as a result of the Chargee or any Receiver taking action which the Chargee or any Receiver considers necessary in connection with any

Charged Assets or to procure compliance with any obligation of the Chargor in this Deed; or

- (b) in respect of any action or thing expressed in this Deed to be done at the cost of the Chargor;

13.1.2 all reasonably incurred and properly documented costs, fees, taxes and expenses incurred by the Chargee or any Receiver under or in connection with this Deed or its enforcement and/or the preservation of the Chargee's rights under this Deed or in respect of maintaining protecting or preserving the Charged Assets.

13.2 Indemnity

The Chargor shall indemnify each of the Chargee and any Receiver against all liabilities, claims and expenses whether arising out of contract or in tort or in any other way which it may at any time incur in connection with this Deed or for anything done or omitted to be done in the exercise or purported exercise of its powers pursuant to this Deed unless such liabilities, claims and expenses are caused by its fraud, gross negligence or wilful misconduct.

14. APPLICATION OF SUMS REALISED

14.1 Order of application

Subject to claims having priority to this Security all money recovered by the Chargee or any Receiver as a result of the enforcement of this Deed or otherwise by reason of this Security will be applied in the following order:

- 14.1.1 in payment of all costs, fees, taxes and expenses incurred by the Chargee or any Receiver in or pursuant to the exercise of the powers set out in this Deed and all other outgoings properly payable by any Receiver;
- 14.1.2 in payment of remuneration to any Receiver;
- 14.1.3 in or towards payment of the Secured Obligations; and
- 14.1.4 the balance (if any) will be applied as required by law.

14.2 Contingent or future liabilities

If any money is received by the Chargee or a Receiver as a result of the enforcement of this Deed or otherwise by reason of this Security at a time when the Secured Obligations include contingent or future liabilities the Chargee or any Receiver may hold some or all of such money in a suspense account.

15. PROTECTION OF PERSONS DEALING WITH CHARGEES OR RECEIVERS

No person dealing with the Chargee or any Receiver will be concerned to enquire:

- 15.1 whether any event has happened upon which any of the powers conferred by this Deed may have arisen or be exercisable;
- 15.2 otherwise as to the propriety or regularity of any exercise of the powers conferred by this Deed or of any act purporting or intended to be in exercise of such powers; or

15.3 whether any Secured Obligations remain owing.

16. FURTHER ASSURANCE

After this Security has become enforceable and when required by the Chargee or any Receiver the Chargor shall, at its own cost:

- 16.1 execute an assignment by way of security or fixed charge over any of the Charged Assets and such assignment or charge shall secure the Secured Obligations and contain a power of sale which arises immediately upon execution, provisions excluding section 93 of the Act and the restrictions contained in section 103 of the Act and such other provisions including any similar to those in this Deed as the Chargee may reasonably require, provided always that no such assignment or charge is already effective under the terms of the Scottish Security;
- 16.2 execute any documents or do any other thing which the Chargee or any Receiver may require for perfecting or protecting any Security created or intended to be created by this Deed or in connection with the exercise of any powers given to the Chargee or any Receiver under this Deed; and
- 16.3 convey, transfer, assign or otherwise deal with any Charged Assets in such manner as the Chargee or any Receiver may require in connection with any enforcement of this Security.

17. POWER OF ATTORNEY BY CHARGOR

The Chargor irrevocably and by way of security appoints each of the Chargee, any person selected by the Chargee and any Receiver its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to (after this Security has become enforceable) execute any document or do any act or thing which:

- 17.1 the Chargor is entitled to execute or do in relation to the Charged Assets including giving a receipt for any money and exercising any rights or remedies forming part of the Charged Assets;
- 17.2 the Chargor is obliged to execute or do under this Deed; or
- 17.3 the Chargee or any Receiver in its or his sole and absolute discretion considers to be requisite, expedient or appropriate in order to perfect or preserve the Security created or intended to be created by this Deed or to carry any sale, lease, license or other disposal into effect, or to execute any deed, document or instrument, or to convey or transfer any legal estate or other interest in any asset, or to get in the Charged Assets, or generally to enable the Chargee or a Receiver to exercise the respective powers conferred on them by or pursuant to this Deed or by law.

18. PROTECTIVE PROVISIONS

18.1 Waiver of defences

The obligations of the Chargor under this Deed and this Security will not be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of such obligations or security including (whether or not known to it or the Chargee):

- 18.1.1 any time, waiver or consent granted to, or composition with, the Chargor or other person;

- 18.1.2 the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of the Chargor;
- 18.1.3 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- 18.1.4 any amalgamation, merger or reconstruction of the Chargee with any other person or any sale or transfer of the whole or any part of the assets of the Chargee;
- 18.1.5 the existence of any claim, set-off or other rights which the Chargor may have at any time against the Chargee;
- 18.1.6 any, novation, amendment (however fundamental) or replacement of any agreement between the parties;
- 18.1.7 any obligation of the Chargor being void, voidable, invalid, unenforceable;
- 18.1.8 or otherwise irrecoverable; or
- 18.1.9 any insolvency or similar proceedings,

18.2 Immediate recourse

The Chargor waives any right it may have of first requiring the Chargee to proceed against or enforce any other rights or security or claim payment from any person before enforcing this Security.

18.3 Appropriations

After this Security has become enforceable and until the Secured Obligations have been irrevocably paid in full, the Chargee may:

- 18.3.1 refrain from applying or enforcing any other moneys, or rights held or received by the Chargee in respect of the Secured Obligations, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- 18.3.2 hold in an interest-bearing suspense account any money received under this Deed.

18.4 Deferral of Chargor's rights

Until the Secured Obligations have been irrevocably paid in full and unless the Chargee otherwise directs, the Chargor will not exercise any rights which it may have by reason of the enforcement or performance of this Deed:

- 18.4.1 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Chargee; and/or
- 18.4.2 after this Security has become enforceable, to claim or prove as a creditor of any other person in competition with the Chargee,

For the avoidance of doubt nothing in this Deed shall prevent the payment of any dividends or the advance of any funds by the Chargor to the Chargor for the purposes of facilitating

the Chargor satisfying any of the Secured Obligations or, prior to this Security becoming enforceable, the payment by the Chargor to the Chargor of any amount owing to it.

18.5 Turnover

If the Chargor receives any benefit, payment or distribution in breach of clause 18.4 (Deferral of Chargor's rights) it shall hold that benefit, payment or distribution to the extent necessary to enable the Secured Obligations to be repaid in full on trust for the Chargee and shall promptly pay or transfer the same to the Chargee or as the Chargee may direct for application in or towards discharge of the Secured Obligations.

19. DISCHARGE OF SECURITY

19.1 Release of Charged Assets

Upon the expiry of the Security Period (but not otherwise), the Chargee undertakes at the cost of the Chargor to:

19.1.1 take whatever action is necessary to release the Charged Assets from, and/or to cancel, this Security; and

19.1.2 reassign or procure the reassignment to the Chargor of the assets assigned by it to the Chargee pursuant to this Deed,

in each case subject to clause 19.3 (Releases conditional).

19.2 Indemnity

The Chargee agrees to indemnify and keep indemnified the Chargor in full, within 7 days from the Chargor giving written notice to the Chargee of any demand, from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Chargor arising out of, or in connection with, any failure of the Chargee to perform or discharge any of its obligations or liabilities set out in clause 19.1 upon the expiry of the Security Period.

19.3 Releases conditional

Any settlement, release or discharge under this Deed between the Chargee and the Chargor will be conditional upon no Security or payment to the Chargee by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, winding-up, administration or insolvency for the time being in force, and if such condition is not satisfied, the Chargee will be entitled to recover from the Chargor on demand the value of such Security or the amount of any such payment as if such settlement, release or discharge had not occurred and/or to enforce this Security to the full extent of the Secured Obligations.

20. NOTICES

20.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter or by email.

20.2 Addresses

The address, fax number and email address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Deed is:

20.2.1 in the case of the Chargee:

Address: Unit A, Brook Park East, Shirebrook NG20 8RY

Attn: Company Secretary

20.2.2 in the case of the Chargor:

Address: Ibrox Stadium, Edmiston Drive, Glasgow G51 2XD

Attn: Company Secretary

or any substitute address, fax number, email address or department or officer as the Chargor may notify to the Chargee (or the Chargee may notify to the Chargor, if a change is made by the Chargee) by not less than five Business Days' notice. In the case of the Chargor, the address of its registered office or its principal place of business or the address of the Chargor last known to the Chargee shall also be addresses of Chargor for the purpose of this Clause.

20.3 Delivery

20.3.1 Any communication or document made or delivered by the Chargee on the Chargor under or in connection with this Deed will be effective:

- (a) if left at an address referred to in this clause, when so left;
- (b) if posted by first class post to an address referred to in this Clause, on the next working day in the place of receipt following the day when it was posted;
- (c) if transmitted by fax to a fax number referred to in this Clause, when the sending fax machine produces a print out which confirms that transmission has taken place;
- (d) if transmitted by email, when received in readable form.

20.3.2 Any communication or document to be made or delivered to the Chargee will be effective only when actually received by the Chargee in legible or readable form and then only if it is expressly marked for the attention of the department or officer specified above (or any substitute department or officer as the Chargee shall specify for this purpose).

20.4 English language

Any notice given under or in connection with this Deed must be in English. All other documents provided under or in connection with this Deed must be:

20.4.1 in English; or

20.4.2 if not in English, and if so required by the Chargee, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

21. ASSIGNMENT AND TRANSFER

21.1 Chargee

The Chargee may at any time, without the consent of the Chargor, assign or transfer any of the Chargee's rights or obligations under this Deed to any person who has the benefit of the Secured Obligations.

21.2 Chargor

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed.

21.3 Disclosure

The Chargee may disclose any information about the Chargor to any person connected to or associated with it, and to any person to whom it proposes to assign or transfer (or has assigned or transferred) any of its rights under this Deed.

21.4 Set-off

The Chargee may set off any obligation whether or not matured due from the Chargor under this Deed against any obligation whether or not matured owed by the Chargee to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Chargee may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

22. MISCELLANEOUS

22.1 Continuing security

This Deed is a continuing security and extends to the balance from time to time of the Secured Obligations irrespective of any intermediate payment of monies due to the Chargee.

22.2 Other Security

This Deed is in addition to and will not in any way be prejudiced or affected by the holding or release by the Chargee or any other person of any other Security at any time held by the Chargee.

22.3 Consolidation

The restrictions on the right of consolidating mortgage securities contained in section 93 of the Act will not apply to this Deed.

22.4 Day count convention

Any interest, commission or fee accruing under this Deed will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.

22.5 Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

22.6 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Chargee, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

22.7 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

23. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by English law.

24. JURISDICTION

24.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed and a dispute regarding a non-contractual obligation referred to in clause 23 (a **Dispute**)).

24.2 The Chargee and the Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes. The Chargor will not argue to the contrary.

24.3 This Clause is for the benefit of the Chargee only. As a result, the Chargee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

EXECUTED and delivered as a deed by the Chargor and the Chargee on the date shown at the beginning of this document.

SCHEDULE 1

TRADE MARKS

Mark	Country	Grant Number	Next Renewal Date	Owner	Classes
FOOTBALL & LION DEVICE	Canada	TMA702246	04/12/2022	The Rangers Football Club Limited	N/A
RANGERS MONOGRAM	Canada	TMA702249	04/12/2022	The Rangers Football Club Limited	N/A
FOOTBALL & LION DEVICE	South Africa	2002/01729	08/02/2022	The Rangers Football Club Limited	25
RANGERS MONOGRAM	South Africa	2002/01737	08/02/2022	The Rangers Football Club Limited	25
RANGERS	United Kingdom	2364579	28/05/2024	The Rangers Football Club Limited	09, 14, 25, 35, 39, 41, 43
BROXI BEAR	United Kingdom	2207328	01/09/2019	The Rangers Football Club Limited	24
BROXI BEAR	United Kingdom	2197156	13/05/2019	The Rangers Football Club Limited	09, 16, 25, 28
BROXI BEAR Device (Series of 4)	United Kingdom	2207329	01/09/2019	The Rangers Football Club Limited	24
BROXI BEAR Device (Series of 4)	United Kingdom	2197167	13/05/2019	The Rangers Football Club Limited	09, 16, 25, 28
FOLLOW FOLLOW	United Kingdom	2226611	22/03/2020	The Rangers Football Club Limited	06, 09, 16, 24, 25
FOOTBALL & LION DEVICE	Australia	524897	08/12/2016	The Rangers Football Club Limited	9

Mark	Country	Grant Number	Next Renewal Date	Owner	Classes
FOOTBALL & LION DEVICE	Australia	524900	08/12/2016	The Rangers Football Club Limited	25
FOOTBALL & LION DEVICE	China	797720	30/05/2022	The Rangers Football Club Limited	09, 14, 16, 18, 20, 21, 24, 25, 28, 41
FOOTBALL & LION DEVICE	Community Trade Mark	002557379	31/01/2022	The Rangers Football Club Limited	03, 06, 09, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36, 38, 39, 40, 41, 42, 43
FOOTBALL & LION DEVICE	Japan	797720	30/05/2022	The Rangers Football Club Limited	09, 14, 16, 18, 20, 21, 24, 25, 28, 41
FOOTBALL & LION DEVICE	Madrid Protocol	797720	30/05/2022	The Rangers Football Club Limited	09, 14, 16, 18, 20, 21, 24, 25, 28, 41
FOOTBALL & LION DEVICE	Morocco (Casablanca Zone)	797720	30/05/2022	The Rangers Football Club Limited	09, 14, 16, 18, 20, 21, 24, 25, 28, 41
FOOTBALL & LION DEVICE	New Zealand	198192	08/12/2020	The Rangers Football Club Limited	9, 25
FOOTBALL & LION DEVICE	New Zealand	652028	04/02/2019	The Rangers Football Club Limited	14, 16, 18, 21, 28, 41
FOOTBALL & LION DEVICE	Thailand	173043	22/02/2022	The RANGERS Football Club Plc	25
FOOTBALL & LION DEVICE	United Kingdom	953910	21/01/2015	The Rangers Football Club Limited	28

Country	Grant Number	Next Renewal Date	Owner	Classes
FOOTBALL & LION DEVICE	2207355	01/09/2019	The Rangers Football Club Limited	09, 14, 24
FOOTBALL & LION DEVICE	910207	02/06/2022	The Rangers Football Club Limited	16, 21, 25, 27, 28
FOOTBALL & LION DEVICE	1172826	03/04/2023	The Rangers Football Club Limited	20, 26
FOOTBALL & LION DEVICE (Series of 3)	2291539A	31/01/2022	The Rangers Football Club Limited	03, 06, 09, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36, 38, 39, 40, 41, 42, 43
FOOTBALL & LION DEVICE (without words) (series of 2)	2309133	27/08/2022	The Rangers Football Club Limited	09, 16, 24, 25, 26, 43
GLASGOW RANGERS FOOTBALL CLUB/GLASGOW RANGERS F.C. (series of 2)	2226670	22/03/2020	The Rangers Football Club Limited	06, 09, 16, 24, 25
IBROX	2226627	22/03/2020	The Rangers Football Club Limited	06, 09, 16, 24, 25
RANGERS	524901	08/12/2016	The Rangers Football Club Limited	9
RANGERS	198191	08/12/2020	The Rangers Football Club Limited	25
RANGERS	1153481	01/05/2022	The Rangers Football Club Limited	25

Mark	Country	Grant Number	Next Renewal Date	Owner	Classes
RANGERS	United Kingdom	1407531	06/12/2016	The Rangers Football Club Limited	41
RANGERS	United Kingdom	1343988	10/05/2015	The Rangers Football Club Limited	09, 18
RANGERS	United Kingdom	1172823	03/04/2023	The Rangers Football Club Limited	16, 20, 21, 24, 26, 27, 28
RANGERS CREST	New Zealand	203422	18/07/2021	The Rangers Football Club Limited	25
RANGERS CREST	Norway	157662	08/07/2023	The Rangers Football Club Limited	25
RANGERS CREST	Switzerland	P-397949	02/03/2022	The Rangers Football Club Limited	25
RANGERS CREST	United Kingdom	1413074	10/01/2017	The Rangers Football Club Limited	18, 25, 28
RANGERS DIRECT Logo	Community Trade Mark	000622936	27/08/2017	The Rangers Football Club Limited	25
RANGERS NEWS	United Kingdom	2226649	22/03/2020	The Rangers Football Club Limited	16
RANGERS TRAVEL	United Kingdom	2227651	30/03/2020	The Rangers Football Club Limited	39, 43
RANGERS MONOGRAM	Australia	524903	08/12/2016	The Rangers Football Club Limited	9
RANGERS MONOGRAM	Australia	524904	08/12/2016	The Rangers Football Club Limited	25
RANGERS MONOGRAM	Canada	TMA446320	25/08/2025	The Rangers Football Club Limited	N/A
RANGERS MONOGRAM	China	796138	30/05/2022	The Rangers Football Club Limited	09, 14, 16, 18, 20, 21, 24, 25, 28, 41

Mark	Country	Grant Number	Next Renewal Date	Owner	Classes
RANGERS MONOGRAM	Community Trade Mark	002557387	31/01/2022	The Rangers Football Club Limited	03, 06, 09, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36, 38, 39, 40, 41, 42, 43
RANGERS MONOGRAM	Japan	796138	30/05/2022	The Rangers Football Club Limited	09, 14, 16, 18, 20, 21, 24, 25, 28, 41
RANGERS MONOGRAM	Madrid Protocol	796138	30/05/2022	The Rangers Football Club Limited	09, 14, 16, 18, 20, 21, 24, 25, 28, 41
RANGERS MONOGRAM	Morocco (Casablanca Zone)	796138	30/05/2022	The Rangers Football Club Limited	09, 14, 16, 18, 20, 21, 24, 25, 28, 41
RANGERS MONOGRAM	New Zealand	198194	08/12/2020	The Rangers Football Club Limited	9, 25
RANGERS MONOGRAM	New Zealand	651853	31/01/2019	The Rangers Football Club Limited	14, 16, 18, 21, 28, 41
RANGERS MONOGRAM	Thailand	173044	22/02/2022	The RANGERS Football Club Plc	25
RANGERS MONOGRAM	United Kingdom	1412454	23/01/2017	The Rangers Football Club Limited	14
RANGERS MONOGRAM	United Kingdom	1172824	03/04/2023	The Rangers Football Club Limited	16
RANGERS MONOGRAM	United Kingdom	1153482	01/05/2022	The Rangers Football Club Limited	25
RANGERS MONOGRAM	United Kingdom	1407352	06/12/2016	The Rangers Football Club Limited	30
RANGERS MONOGRAM	United Kingdom	2207358	01/09/2019	The Rangers Football Club Limited	09, 24

Mark	Country	Grant Number	Next Renewal Date	Owner	Classes
RANGERS MONOGRAM	United States of America	1851968	30/08/2024	The Rangers Football Club Limited	25
RANGERS MONOGRAM	United States of America	2064516	27/05/2017	The Rangers Football Club Limited	25
RANGERS MONOGRAM	United States of America	2956448	31/05/2015	The Rangers Football Club Limited	09, 14, 16, 18, 20, 21, 24, 25, 28, 41
FOOTBALL & LION DEVICE	United States of America	3038798	10/01/2016	The Rangers Football Club Limited	09, 14, 16, 18, 20, 21, 24, 25, 28, 41
RANGERS MONOGRAM (Series of 4)	United Kingdom	2291468	31/01/2022	The Rangers Football Club Limited	03, 06, 09, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36, 38, 39, 40, 41, 42, 43
THE GERS/ERS (Series of 2)	United Kingdom	2202539	10/07/2019	The Rangers Football Club Limited	09, 14, 16, 24, 25, 28, 41
THE OLD FIRM THE OLD FIRM	United Kingdom	2181523A	06/11/2018	Celtic F.C Limited and The Rangers Football Club plc	9, 12, 14, 16, 18, 21, 24, 25, 26, 27, 28, 29, 30, 32, 33, 35, 36, 38, 40, 41, 42
THE OLD FIRM THE OLD FIRM	United Kingdom	2264673	20/03/2021	Celtic F.C Limited and The Rangers Football Club plc	39
"RFC R.F.C."	United Kingdom	2655880	N/A	The Rangers Football Club Limited	14, 24, 25
RANGERS MONOGRAM	Australia	945078 (796138)	30 May 2022	The Rangers Football Club Limited	9, 14, 16, 18, 20, 21, 24, 25, 28

Mark	Country	Grant Number	Next Renewal Date	Owner	Classes
FOOTBALL & LION DEVICE	Australia	948299 (797720)	30 May 2022	Sevco Limited*	9, 14, 16, 18, 20, 21, 24, 25, 28, 41
RANGERS MONOGRAM	Turkey	2013 69432 (796138)	30 May 2022	The Rangers Football Club Limited	16, 18, 24, 25
FOOTBALL & LION DEVICE	Turkey	2013 69422 (797720)	30 May 2022	The Rangers Football Club Limited	16, 18, 24, 25

The Chargor

SIGNED as a deed by)
THE RANGERS FOOTBALL CLUB)
LIMITED)
acting by a director.)
in the presence of)

Witness:

Signature:.....

Name:

Address:.....

.....

.....

Occupation:.....

The Chargee

SIGNED as a deed by)
SPORTSDIRECT.COM RETAIL)
LIMITED)
acting by a director DAVID FORSEY)
in the presence of)



Witness:

Signature:.....

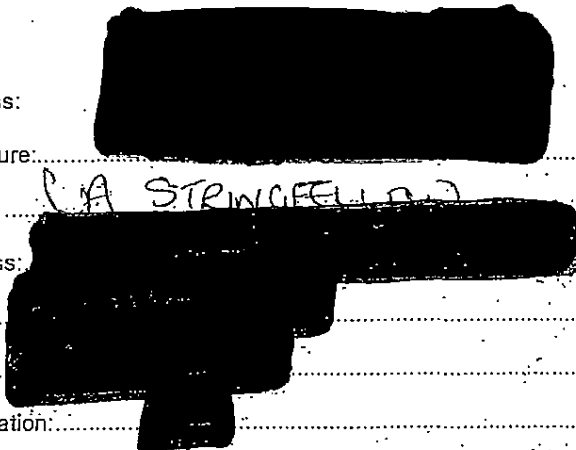
Name: CA STRINGFELLOW

Address:.....

.....

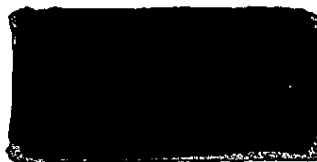
.....

Occupation:.....



The Chargor

SIGNED as a deed by)
THE RANGERS FOOTBALL CLUB)
LIMITED)
acting by a director DAVID SOMERS)
in the presence of)



Witness:

Signature:.....

Name:..... PETER CADMAN

Address:.....

Occupation:..... SOLICITOR

The Chargee

SIGNED as a deed by)
SPORTSDIRECT.COM RETAIL)
LIMITED)
acting by a director)
in the presence of)

Witness:

Signature:.....

Name:.....

Address:.....

Occupation:.....