

12727/60  
**MR01**

## Particulars of a charge



**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 the  
instrument. Use form MR08.

For further information, please  
refer to our guidance at:



SCT 16/05/2014 #236  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 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 will be scanned and placed on the public record.

### 1 Company details

Company number S C 0 0 5 8 6 3  
Company name in full HEART OF MIDLOTHIAN PLC (IN ADMINISTRATION)

For official use  
26  
→ **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 9 0 5 2 0 1 4

### 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 BIDCO (1874) LIMITED (COMPANY NUMBER SC466630)  
COLLINS HOUSE, RUTLAND SQUARE, EDINBURGH EH1 2AA

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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Particulars of a charge

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

**Continuation page**

Please use a continuation page if you need to enter more details.

Description

ALL and WHOLE the subjects comprising (1) Tynecastle Stadium, McLeod Street, Edinburgh; (2) the subjects known as Gerard's Yard, Wheatfield Street, Edinburgh and (3) the roadway and footpath leading from McLeod Street, Edinburgh, all as more particularly described in the Standard Security

5

**Fixed charge or fixed security**

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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## Particulars of a charge

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### 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.

☐

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

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### Signature

Please sign the form here.

Signature

Signature

X DLA Piper Scotland LLP

X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name EDWIN TRUESDALE

Company name DLA Piper Scotland LLP

Address Rutland Square

EDINBURGH

Post town

County/Region

Postcode E H 1 2 A A

Country

DX DX: ED271 Edinburgh

Telephone 08700 111 111



### 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:**

- ☒ [X] The company name and number match the information held on the public Register.
- ☒ [X] You have included a certified copy of the instrument with this form.
- ☒ [X] You have entered the date on which the charge was created.
- ☒ [X] You have shown the names of persons entitled to the charge.
- ☒ [X] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ [X] You have given a description in Section 4, if appropriate.
- ☒ [X] You have signed the form.
- ☒ [X] You have enclosed the correct fee.
- ☒ [X] 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: 5863

Charge code: SC00 5863 0026

The Registrar of Companies for Scotland hereby certifies that a charge dated 9th May 2014 and created by HEART OF MIDLOTHIAN PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th May 2014.

Given at Companies House, Edinburgh on 21st May 2014



**Companies House**



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

FAS 9052EP



WE HEREBY CERTIFY THIS TO BE A TRUE COPY  
OF THE ORIGINAL

DATE 15 May 2014

SIGNED [Signature]  
DLA PIPER UK LLP  
DLA PIPER SCOTLAND LLP

## STANDARD SECURITY

by

**Heart of Midlothian Plc (in Administration)**

in favour of

**Bidco (1874) Limited**

Subjects comprising (1) Tynecastle Stadium, McLeod Street, Edinburgh; (2) the subjects known as Gerard's Yard, Wheatfield Street, Edinburgh and (3) the roadway and footpath leading from McLeod Street, Edinburgh

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DLA Piper Scotland LLP  
Collins House  
Rutland Square  
Edinburgh  
EH1 2AA  
Tel: +44 (0) 8700 111 111  
Fax: +44 (0) 131 242 5555

Ref: EP/GM/354714/1/UKM/57614618.4

## STANDARD SECURITY

### BETWEEN:

- (1) **HEART OF MIDLOTHIAN PLC (IN ADMINISTRATION)** a company incorporated in Scotland (registered number SC005863) whose registered office is at c/o BDO LLP, Citypoint, 65 Haymarket Terrace, Edinburgh EH12 5HD acting by its administrators Bryan Jackson, Trevor Birch and James Stephen all of BDO LLP (the "**Administrators**"), appointed to act as joint administrators on 19 June 2013 (the "**Company**"); and
- (2) **BIDCO (1874) LIMITED** a company incorporated in Scotland (registered number SC466630) whose registered office is at Collins House, Rutland Square, Edinburgh EH1 2AA (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;

"**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 Schedule 1;

"**Secured Obligations**" means all or any monies liabilities and obligations whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, cautioner, surety or otherwise which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Company to the Lender including interest and all lawful charges which the Lender may charge or incur in respect of any of those matters and so that interest shall be computed before as well as after any demand made or decree or judgement obtained under this Standard Security, and all or any monies, liabilities and obligations due by the Company under this Standard Security; and

"**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.

"**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 or novated;
  - (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; and
  - (h) 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 the Secured Obligations to the Lender on the due date therefor, or, if no date for payment has been agreed, on demand.
- 3. SECURITY**
- 3.1 The Company as a continuing security for the payment or 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. FURTHER ASSURANCES**

- 5.1 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.

## **6. BENEFIT OF THIS STANDARD SECURITY**

- 6.1 This Standard Security shall bind and ensure to the benefit of the Lender and their respective successors.
- 6.2 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.
- 6.3 The Company may not assign or transfer all or any part of its rights and/or obligations under this Standard Security.

## **7. NOTICES**

- 7.1 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.
- 7.2 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.
- 7.3 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.

## **8. MISCELLANEOUS**

**8.1** 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.

**8.2** 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.

### **8.3 Certificate**

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

### **8.4 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

### **8.5 Preservation of Lender's Claims Against Others**

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

**8.5.1** 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;

**8.5.2** 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

**8.5.3** 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.

### **8.6 Administrators liability**

The Administrators have entered into and signed the Standard Security as agents for or on behalf of the Company and neither they, their firm, partners, employees, advisers, representatives or agents shall incur any personal liability in respect of any of the obligations undertaken by the Company or in respect of any failure on the part of the Company to observe, perform or comply with any such obligations or under or in relation to any associated arrangements or negotiations or under any document or assurance made pursuant to the Standard Security.

9. **WARRANTICE**

The Company grants warrantice but excepting therefrom, the leases referred to in part 2 of the Schedule.

10. **REGISTRATION**

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

11. **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 5 preceding pages are subscribed for and on behalf of HEART OF MIDLOTHIAN PLC (IN ADMINISTRATION) at Edinburgh on 9 May 2014 by one of the administrators (without personal liability):- THAT IS TO SAY these presents printed on this and the five preceding pages, together with the Schedule annexed as relative hereto are subscribed for and on behalf of Heart of Midlothian plc (In Administration) at Edinburgh on 9 May 2014 by one of the administrators (without personal liability) as follows :- BRYAN JACKSON Administrator Full name of Administrator

In the presence of:-

Signature of witness Lucy Gannon

Print name LUCY RAE GANNON

Address 53 BOTHWELL ST

GLASGOW

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD  
SECURITY GRANTED BY HEART OF MIDLOTHIAN PLC (IN ADMINISTRATION)  
IN FAVOUR OF BIDCO (1874) LIMITED**

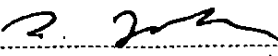
**Part 1: The Property**

ALL and WHOLE (ONE) ALL and WHOLE that piece of ground at Tynecastle in the City and Parish of Edinburgh and County of Midlothian (formerly Edinburgh) extending to five acres and one hundred and seventy one decimal or one thousandth parts of an acre (5.171 acres) or thereby imperial measure with the subjects known as and forming Tynecastle Stadium erected thereon being the subjects more particularly described in, disposed by and delineated and coloured pink on plan number one annexed and signed, as relative to the Feu disposition by the Lord Provost, Magistrates and Council of the City of Edinburgh in favour of Heart of Midlothian Football Club Limited dated 6 and recorded in the Division of the General Register of Sasines applicable to the County of Edinburgh (now Midlothian) on 26, both days of May 1926; (TWO) ALL and WHOLE that plot or area of ground lying to the north of Gorgie Road in the City of Edinburgh and County of Midlothian extending to eight hundred and ten decimal or one-thousandth parts of an acre or thereby Imperial Measure being the subjects described in and delineated and coloured red on the plan annexed and signed as relative to the Feu Charter by Gilbert Metcalfe Robertson and others as Trustees of Sir George Campbell of Succoth in favour of William Gerard dated 31 October and recorded in the said Division of the General Register of Sasines on 11 November, both dates in 1895 and registered in the Books of Council and Session for preservation on 12 March 1896 BUT EXCEPTING THEREFROM (FIRST) ALL and WHOLE those two areas or pieces of ground lying to the corner of Gorgie Road and Wheatfield Street lying within the said City and County described in and delineated and coloured red and green and marked AA and BB on the plan annexed and signed as relative to the Disposition by William Gerard in favour of Mrs Elizabeth Reid Knowles or Menzies dated 10 and recorded in the said Division of the General Register of Sasines on 15, both dates in May 1897; (SECOND) ALL and WHOLE that area or piece of ground in Wheatfield Street aforesaid lying within the said City and County described in the Disposition by William Gerard in favour of Alexander Gerard dated 16 and recorded in the said Division of the General Register of Sasines on 29, both dates in November 1897; and (THIRD) ALL and WHOLE that area of ground lying on the east side of Wheatfield Street, aforesaid lying within the said City and County as described in the Contract of Ground Annual between William Gerard (of the First Part) and The Heritable Investors Company Limited (of the Second Part) dated 11 and 12 and recorded in the said Division of the General Register of Sasines for publication and also in the Books of Council and Session for preservation on 16, all dates in May 1898 and also in the Disposition and Assignment of the said Contract of Ground Annual by William Gerard in favour of George John Watson dated 10 and recorded in the said Division of the General Register of Sasines on 11, both dates in November 1898; which subjects (Two) above described under exception as aforesaid are the subjects shown delineated and outlined in red on the plan annexed and executed as relative to the Disposition by Wheatfield (Edinburgh) Limited with consents in favour of Heart of Midlothian plc dated 14 and 15 and recorded in the said Division of the General Register of Sasines on 29, all dates in August 1997; (THREE) ALL and WHOLE that strip of ground lying to the west of McLeod Street in the said City and County as aforesaid extending in area to six hundred and eight (608) square metres or thereby being the subjects more particularly described in, disposed by and shown delineated and coloured pink on the plan annexed and executed as relative to Disposition by The City of Edinburgh District Council in favour of Heart of Midlothian plc dated 3 March and recorded in the said Division of the General Register of Sasines on 28, both dates in May 1987; and (FOUR) ALL and WHOLE that strip of ground lying to the west of McLeod Street in the City of Edinburgh and Lothian Region being the subjects disposed in, described and delineated and coloured pink and edged red on the plan annexed and signed as relative to the Disposition by Heart of Midlothian Nominees Limited in favour of Heart of Midlothian Football Club Limited dated 24 April

and recorded in the said Division of the General Register of Sasines on 12 June, both dates in 1979 BUT EXCEPTING THEREFROM ALL and WHOLE that area of ground lying to the west of McLeod Street in the City of Edinburgh being the subjects described in, disposed by and shown delineated in red and coloured pink on the plan annexed and signed as relative to the Disposition by Heart of Midlothian Football Club plc with consent of Pentland (Securities) Holdings Limited in favour of Pentland (Securities) Holdings plc dated 10 April and 29 May and recorded in the said Division of the General Register of Sasines on 28 June, all dates in 1990.

## Part 2: Leases

1. Leases affecting the subjects comprising Tynecastle Stadium, McLeod Street, Edinburgh
  - 1.1 Lease between Heart of Midlothian plc and Hutchison 3G UK Limited dated 4 and 14 March and registered in the Books of Council and Session on 12 April, all dates in 2002.
  - 1.2 Lease between Heart of Midlothian plc and Vodafone Limited dated 30 January and 12 March and registered in the Books of Council and Session on 21 March, all dates in 2001.

  
.....  
Administrator

EP/GM/354714/1/UKM/57614618.4  
Error! No document variable supplied.

Rule 2.19

Form 2.11B(Scot)

The Insolvency Act 1986

EDINBURGH, 20 June 2013  
CERTIFIED A TRUE COPY

## Notice of administrator's appointment

Pursuant to paragraph 46 of Schedule B1 to the Insolvency Act 1986 and Rule 2.19 of the Insolvency (Scotland) Rules 1986

*K*  
Morisons  
solicitors

Name of Company  
HEART OF MIDLOTHIAN PLC

Company Number  
SC005863

(a) Insert full name(s) and address(es)

I/We (a) Bryan Alan Jackson, James Bernard Stephen and Trevor Birch of BDO LLP  
Street Glasgow G2 8JX

*City Point, 65 Haymarket  
Terrace, Edinburgh,  
EH12 5HD*

\*Delete as applicable

give notice that I was / we were appointed as administrator(s) of the above company on:

(b) Insert date

(b) 19 June 2013 at 10:57am

and attach a copy of the administration order / notice of appointment.

Signed *[Signature]* (BJ)

Dated 20 June 2013

Joint / Administrator(s) (IP No(s) 5194)

Signed *[Signature]* (JS)

Dated 20 June 2013

Joint / Administrator(s) (IP No(s) 9273)

Signed *[Signature]* (TB)

Dated 20/6/13

Joint / Administrator(s) (IP No(s) 8086)

### Contact Details:

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

BDO LLP

City Point, 65 Haymarket Terrace, Edinburgh, EH12 5HD

Tel 0131 347 0347

DX Number n/a

DX Exchange n/a

When you have completed and signed this form please send it to the Registrar of Companies at:

Companies House, 4th Floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, EH3 9FF  
DX 235 Edinburgh / LP 4 Edinburgh-2

THURSDAY



SCT

S2AWJG1M\*

#200

COMPANIES HOUSE



## Notice of appointment of an administrator by holder of qualifying floating charge

Pursuant to paragraphs 14 and 18 of Schedule B1 to the Insolvency Act 1986 and Rule 2.10 of the Insolvency (Scotland) Rules 1986

Name of Company  
HEART OF MIDLOTHIAN PLC

Company number  
SC005863

(a) Name and address of holder of qualifying floating charge

1. (a) AB Ūkio bankas, a public limited liability company in Lithuania (legal entity code 112020136), with its registered office at Maironių Street 25, LT-44250, Kaunas, Lithuania, currently in bankruptcy administration under the Law of Lithuania in terms of the ruling by the Kaunas Regional Court dated 2 May 2013 and under court reference No. 2-1786-254/2013 and upheld by the Court of Appeal of Lithuania on 7 June 2013 under court reference No. 2-1651/2013, appointing UAB Valocia (legal entity code 135778275), registered office at Kestucio g. 58-3, 44304 Kaunas, Lithuania as the Bankruptcy Administrator ("the appointor")

(b) Give name(s) and address(es) of administrator(s)

Stephen gives notice that (b) Bryan Alan Jackson, James Bernant and Trevor Nigel Birch of BDO LLP, City Point, 65 Haymarket Terrace, Edinburgh, EH12 5HD.

(c) Insert name and address of registered office of company

is/are hereby appointed as administrators of (c) Heart of Midlothian plc, a company incorporated under the Companies Act (Company No. SC005863) and having its registered office at Tynecastle Stadium, Gorgie Road, Edinburgh, Midlothian, EH11 2NL ("the company")

2. The amount of the company's share capital paid up or credited as paid up is £14,691,935

3. The statement(s) of the proposed administrator(s) is/are attached.

4. The appointor is the holder of the following qualifying floating charge:

(d) Give details of charge relied on, date registered and financial limit (if any)

(d) granted by the company in favour of UAB Ūkio Banko Investicijų Grupa, a company in Lithuania (legal entity code 135201099), with its registered office at K. Donelacio St. 60, 44248, Kaunas, Lithuania ("UBIG") dated 4 February 2011 and registered with the Registrar of Companies on 10 February 2011 and assigned to the appointor as Security Trustee, by virtue of an Agreement entered into between (1) UBIG as Assignor, (2) the appointor as Assignee, (3) the appointor as Security Trustee and (4) the company as Borrower and Chargee, dated 6 December 2012.

5. The above charge is enforceable at the date of this appointment.

6. there are no prior qualifying floating charges.

\*Delete as applicable

7. The company \*is/is not, at the date of this notice, the subject of insolvency proceedings:

(e)

\*Delete as applicable

8. The company \*is/is not \*an insurance undertaking/a credit institution/an investment undertaking providing services involving the holding of funds or securities for third parties/a collective investment undertaking under Article 1.2 of the EC Regulation.

Delete as applicable

9. For the following reasons it is considered that the EC Regulation\* will/will not apply. If it does, these proceedings will be (f) main proceedings as defined in

(f) State whether main, secondary or territorial proceedings



Article 3 of the Regulation: The Centre of main interest of the company is in Scotland. Therefore, the Administration will be conducted in accordance with Scottish insolvency legislation as appropriate and is not governed by the insolvency law of any other European Council member. As such, it does not fall within one of the excepted categories.

10. The appointment is in accordance with Schedule B1 to the Insolvency Act 1986.

11. Where there are joint administrators, a statement for the purposes of paragraph 100(2) of Schedule B1 to the Insolvency Act 1986 is attached.

(g) Insert name and address of court in which notice is to be lodged.

12. This notice and accompanying documents are to be lodged in (g) the Court of Session, Parliament House, Parliament Square, Edinburgh, EH1 1RQ

to which any application for orders in relation to the administration should be made. Any enquiries in connection with this notice should be addressed not to the court but to the administrator at the address stated in this form:

(h) Insert name and address

13. I (h) Keith Downie Anderson, Solicitor, Morisons LLP, 68 Queen Street, Edinburgh, EH3 4NN, agent and Solicitor for the appointor

do solemnly and sincerely declare that the information provided in this notice is, to the best of my knowledge and belief, true.

AND I making this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at EDINBURGH

Signed

This NINETEENTH day of JUNE 2013

before me:

Peter Duff, a Notary Public or Justice of the Peace or and Solicitor, Morisons LLP, 68 Queen Street, Edinburgh, EH3 4NN

Endorsement to be completed by the court

i) Insert date and time

This notice and the attached documents were lodged on

(i) 19 June 2013 at 10:53



**In the matter of**  
**Heart of Midlothian plc**

**Paragraph 100(2) to Schedule B1 of the Insolvency Act 1986**

We, Bryan Alan Jackson, James Bernard Stephen and Trevor Birch of BDO LLP, City Point, 65 Haymarket Terrace, Edinburgh, EH12 5HD hereby confirm that we are duly qualified to act as Insolvency Practitioners, under the terms of the Insolvency Act 1986. We are willing to act as Joint Administrators of the above noted company, Heart of Midlothian plc (Company No. SC005863), Tynecastle Stadium, Gorgie Road, Edinburgh, Midlothian, EH11 2NL.

In terms of paragraph 100(2) to Schedule B1 of the Insolvency Act 1986, all functions of the Joint Administrators are to be carried out, and the Joint Administrators will act, jointly and severally in all matters relating to the Joint Administration.

  
Bryan Alan Jackson

  
James Bernard Stephen

  
Trevor Birch



Rule 2.2  
Rule 2.4  
Rule 2.10  
Rule 2.16  
Rule 2.53

The Insolvency Act 1986

Form 2.1B (Scot)

## Statement of proposed administrator

Pursuant to paragraph 18(3) or 29(3) of Schedule B1 to the Insolvency Act 1986 and Rule 2.2, 2.4(2), 2.10(2), 2.16(3) or 2.53(1) of the Insolvency (Scotland) Rules 1986

Name of company  
**HEART OF MIDLOTHIAN PLC**

Company number  
**SC005863**

(a) Insert name and address of proposed administrator

I, **(a) Bryan Alan Jackson, BDO LLP, City Point, 65 Haymarket Terrace, Edinburgh, EH12 5HD**

hereby certify that I am authorised under the provisions of Part XIII of the Insolvency Act 1986 to act as an insolvency practitioner.

I.P. No.: **5194**

Name of Regulatory Body: **The Institute of Chartered Accountants of Scotland**

(b) Insert name of company

\* Delete as applicable

2. I consent to act as administrator of **(b) Heart of Midlothian plc, a company incorporated under the Companies Acts (Company No. SC005863) and having its registered office at Tynecastle Stadium, Gorgie Road, Edinburgh, Midlothian, EH11 2NL.**

**(the company)** in accordance with the application / notice of appointment of:

(c) Insert name of person presenting administration application or making the appointment

**(c) AB Ūkio bankas, a public limited liability company in Lithuania (legal entity code 112020136), with its registered office at Maifonio Street 25, LT-44250, Kaunas, currently in bankruptcy administration under the law of Lithuania in terms of the ruling by the Kaunas Regional court dated 2 May 2013 under court reference No. 2-1786-254/2013 and upheld by the Court of Appeal of Lithuania on 7 June 2013 under court reference No. 2-1651/2013, appointing UAB Vainetas (legal entity code 135778275), registered office at Kestucio g. 58-3, 44304 Kaunas, Lithuania, as the Bankruptcy Administrator dated (d) 19 June 2013.**

(d) Insert date of application or notice of appointment

3. I am of the opinion that the purpose of administration is reasonably likely to be achieved.

4. I ~~have~~ have not had any prior professional relationship with the company.

5. I attach to this Statement a short summary of any prior professional relationship ~~(c)~~ with the company.

\* Delete as applicable

Signed

**[Signature]**

Dated

**19 June 2013**



Rule 2.2  
Rule 2.4  
Rule 2.10  
Rule 2.16  
Rule 2.53

The Insolvency Act 1986

Form 2.1B (Scot)

## Statement of proposed administrator

Pursuant to paragraph 18(3) or 29(3) of Schedule B1 to the Insolvency Act 1986 and Rule 2.2, 2.4(2), 2.10(2), 2.16(3) or 2.53(1) of the Insolvency (Scotland) Rules 1986

Name of company  
**HEART OF MIDLOTHIAN PLC**

Company number  
**SC005863**

(a) Insert name and address of proposed administrator

1. I (a) James Bernard Stephen, BDO LLP, City Point, 65 Haymarket Terrace, Edinburgh, EH12 5HD hereby certify that I am authorised under the provisions of Part XIII of the Insolvency Act 1986 to act as an insolvency practitioner.

I.R. No.: 9273

(b) Insert name of company

\* Delete as applicable

Name of Regulatory Body: The Institute of Chartered Accountants of England and Wales

2. I consent to act as administrator of (b) Heart of Midlothian plc, a company incorporated under the Companies Acts (Company No. SC005863) and having its registered office at Tynecastle Stadium, Gorgie Road, Edinburgh, Midlothian, EH11 2NE

("the company") in accordance with the application / notice of appointment of

(c) Insert name of person presenting administration application or making the appointment

(c) AB Ūkio bankas, a public limited liability company in Lithuania (legal entity code 112020136), with its registered office at Maironio Street 25, LT-44250, Kaunas, currently in bankruptcy administration under the law of Lithuania in terms of the ruling by the Kaunas Regional court dated 2 May 2013 under court reference No. 2-1786-254/2013 and upheld by the Court of Appeal of Lithuania on 7 June 2013 under court reference No. 2-1651/2013, appointing UAB Valietas (legal entity code 135778275), registered office at Kestucio g. 58-3, 44304 Kaunas, Lithuania, as the Bankruptcy Administrator dated (d) 19 June 2013

(d) Insert date of application or notice of appointment

\* Delete as applicable

3. I am of the opinion that the purpose of administration is reasonably likely to be achieved.

4. I have / have not had any prior professional relationship with the company.

5. I attach to this Statement a short summary of any prior professional relationship(s) with the company.

Signed 

Dated 19 June 2013



Rule 2.2  
Rule 2.4  
Rule 2.10  
Rule 2.16  
Rule 2.53

The Insolvency Act 1986

Form 2.1B (Scot)

## Statement of proposed administrator

Pursuant to paragraph 18(3) or 29(3) of Schedule B1 to the Insolvency Act 1986 and Rule 2.2, 2.4(2), 2.10(2), 2.16(3) or 2.53(1) of the Insolvency (Scotland) Rules 1986

Name of company  
**HEART OF MIDLOTHIAN PLC**

Company number  
**SC005863**

(a) Insert name and address of proposed administrator

1. I (a) Trevor Nigel Birch, BDO LLP, City Point, 65 Haymarket Terrace, Edinburgh, EH12 5HD hereby certify that I am authorised under the provisions of Part XIII of the Insolvency Act 1986 to act as an insolvency practitioner.

I.P. No.: 8086

(b) Insert name of company

Name of Regulatory Body: The Institute of Chartered Accountants of England and Wales

\* Delete as applicable

2. I consent to act as administrator of (b) Heart of Midlothian plc, a company incorporated under the Companies Acts (Company No. SC005863) and having its registered office at Tynecastle Stadium, Gorgie Road, Edinburgh, Midlothian, EH11 2NL

(the company) in accordance with the application / notice of appointment of

(c) Insert name of person presenting administration application or making the appointment

(c) AB Ūkio bankas, a public limited liability company in Lithuania (legal entity code 112020136), with its registered office at Malronio Street 25, LT-44250, Kaunas, currently in bankruptcy administration under the law of Lithuania in terms of the ruling by the Kaunas Regional court dated 2 May 2013 under court reference No. 2-1786-254/2013 and upheld by the Court of Appeal of Lithuania on 7 June 2013 under court reference No. 2-1651/2013, appointing UAB Valnomas (legal entity code 135778275), registered office at Kestucio g. 58-3, 44304 Kaunas, Lithuania, as the Bankruptcy Administrator dated (d) 19 June 2013.

(d) Insert date of application or notice of appointment

3. I am of the opinion that the purpose of administration is reasonably likely to be achieved.

4. I ~~have~~ have not had any prior professional relationship with the company.

\* Delete as applicable

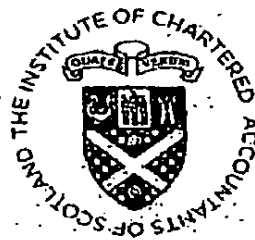
5. I attach to this Statement a short summary of any prior professional relationship(s) with the company.

Signed

Dated

19 June 2013





## INSOLVENCY PERMIT

This is to certify that

Bryan Alan Jackson

is, in terms of Sections 390 and 391 of the Insolvency Act 1986 and of the Insolvency Practitioners (Recognised Professional Bodies) Order 1986 and as defined in the Insolvency (Northern Ireland) Order 1989, permitted under the current Rules and Byelaws of the Institute to act as an Insolvency practitioner, from 1st January to 31st December 2013.

Dated this sixth day of December 2012.

By authority of the Council

Membership No. M13507

Permit No. 115.



*Anton Colella*

Anton Colella, Chief Executive



**INSOLVENCY PRACTITIONER LICENCE BOND**

**SCHEDULE**

**INSOLVENCY BOND NUMBER** :: 31600171 (75)

**Authorising Body** :: ICAS

**Address** :: CA House, 21 Haymarket Yards  
Edinburgh, EH12 5BH

**Surety** :: AIG Europe Limited

**Address** :: 58 Fenchurch Street  
London EC3M 4AB

**Principal** :: Bryan Alan Jackson

**Address** :: BDO LLP  
4 Atlantic Quay  
70 York Street  
Glasgow G2 8JX

**Limit of General Penalty Sum** :: £250,000 in the aggregate in  
accordance with the provisos 6 &  
7 of this Bond

**Specific Penalty Sum Automatic Limit** :: £5,000,000

**Period of Bond Relating to The General  
Penalty** :: 30/09/2012 to 29/09/2013 (both  
days inclusive)

**A Premium Relating to General Penalty** :: £60

**SIGNED FOR AND ON BEHALF OF THE  
SURETY**

**DATED:** 6 June 2013







# INSOLVENCY LICENCE

## Appointment taker

As a body recognised by the Secretary of State under section 391 of the Insolvency Act 1986 and article 350 of the Insolvency (Northern Ireland) Order 1989, ICAEW hereby authorises

**James Bernard Stephen**

to act as an insolvency practitioner as defined in section 388 and article 3 of the Insolvency Act 1986 and the Insolvency (Northern Ireland) Order 1989, respectively.

from 1 January 2013  
to 31 December 2013

by authority of ICAEW's council.

A handwritten signature in dark ink, appearing to read 'Michael Izza'.

Michael Izza  
Chief Executive

Issue date: December 2012  
Affiliate number: 1071816  
Licence number: 1438



ICAEW  
Chartered Accountants' Hall Moorgate Place London EC2R 6EA UK  
icaew.com



**INSOLVENCY PRACTITIONER LICENCE BOND SCHEDULE**

**INSOLVENCY BOND NUMBER : RMM1072364**

Authorising Body	ICAEW - London
Address	PO Box 433 Moorgate Place London EC2P 2BJ
Practitioner	Mr James Bernard Stephen
Address	BDO LLP 4 Atlantic Quay 70 York Street Glasgow G2 8JX
Surety	Royal & Sun Alliance Insurance plc
Registered Address: (Company No. 93792)	St Mark's Court Chart Way Horsham West Sussex RH12 1XL
Limit of General Penalty Sum	£250,000 in the aggregate in accordance With provisions 6 & 7 of this bond
Specific Penalty Sum Automatic Limit	£5,000,000
Period of Bond Relating To The General Penalty	29/12/2012 - 28/12/2013
Premium Relating to General Penalty	£20.00
Rating Table	S
DATE OF SEALING	22/11/2012

BY THE SURETY

BY THE PRINCIPAL





# INSOLVENCY LICENCE

## Appointment taker

As a body recognised by the Secretary of State under section 391 of the Insolvency Act 1986 and article 350 of the Insolvency (Northern Ireland) Order 1989, ICAEW hereby authorises

**Trevor Nigel Birch**

to act as an Insolvency practitioner as defined in section 388 and article 3 of the Insolvency Act 1986 and the Insolvency (Northern Ireland) Order 1989, respectively

from: 1 January 2013  
to: 31 December 2013

by authority of ICAEW's council: \_\_\_\_\_

*Michael Izza*

Michael Izza  
Chief Executive

Issue date: December 2012  
Member number: 7570521  
Licence number: 1034



ICAEW  
Chartered Accountants' Hall Moorgate Place London EC2R 6EA UK  
icaew.com



**INSOLVENCY PRACTITIONER LICENCE BOND SCHEDULE**

**INSOLVENCY BOND NUMBER : RMM1072730**

Authorising Body	ICAEW - London
Address	PO Box 433 Moorgate Place London EC2P 2BJ
Practitioner	Mr Trevor Nigel Birch
Address	PKF (UK) LLP Farringdon Place 20 Farringdon Road London EC1M 3AP
Surety	Royal & Sun Alliance Insurance plc
Registered Address: (Company No.93792)	St Mark's Court Chart Way Horsham West Sussex RH12 1XL
Limit of General Penalty Sum	£250,000 in the aggregate in accordance With provisions 6 & 7 of this bond
Specific Penalty Sum Automatic Limit	£5,000,000
Period of Bond Relating To The General Penalty	29/12/2012 - 28/12/2013
Premium Relating to General Penalty	£20.00
Rating Table	S
DATE OF SEALING	22/11/2012

BY THE SURETY

BY THE PRINCIPAL

*Julie R. Taylor*

