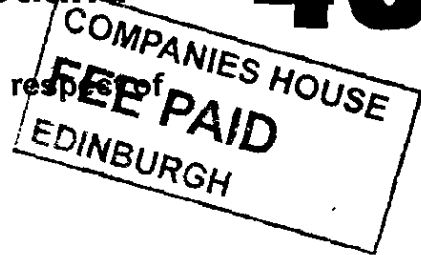


**Particulars of an instrument of  
alteration to a floating charge created  
by a company registered in Scotland**

**466**

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



Please do not  
write in  
this margin

Pursuant to section 410 and 466 of the Companies Act 1985

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

\* insert full name  
of company

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

For official use

Company number

5

SC5854

Name of company

\* THE FALKIRK FOOTBALL AND ATHLETIC CLUB LIMITED

Date of creation of the charge (note 1)

20 May 1998

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

BOND AND FLOATING CHARGE

Names of the persons entitled to the charge

Stadium City Limited

Short particulars of all the property charged

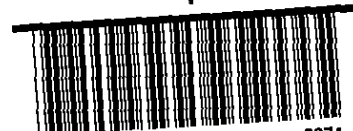
The whole of the property (including uncalled capital) which is or may from time to time be comprised in the property and undertaking of the Company.

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

Shepherd & Wedderburn  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2ET  
DX 553049 Edinburgh-18  
(ref: jm080502)

For official use (02/00)  
Charges Section

Post room



SCT  
COMPANIES HOUSE

SY8UAP1

0074  
11/05/02

Please do not  
write in  
this margin

(1) William Martin, 4 Buckstane Park, Edinburgh, on behalf of the Company, Westfield Stadium Limited and as an individual (2) Paul Dyson Healy, Welton Grange, Welton, Brough, East Yorkshire, on behalf of Stadium City Limited (hereinafter referred to as "Stadium City") (3) Campbell Christie, 31 Dumyat Drive, Falkirk (4) Colin Liddell, "Friarbank", Manse Road, Linlithgow (5) Ann Yoyce, 31 Dunvegan Drive, Bishopbriggs (6) Graham Crawford, 8 Braidburn Crescent, Edinburgh (7) Douglas Paterson, 1 Braidmount, Edinburgh (8) William Jones on behalf of WJ Electrical Supplies Limited, Falkirk Enterprise Park, Etna Road, Falkirk (9) Sandy Alexander, 5 Midmar Avenue, Edinburgh (10) William Moffat "Kendieshill", Maddiston, Falkirk (11) Douglas McIntyre on behalf of BEAN Developments Limited "Wester Corrie", School Road, Muckhart, Clackmannanshire

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

Date(s) of execution of the instrument of alteration

28th February 2002, 28th March 2002, 30 March 2002, 1st April 2002, 2nd April 2002, 14th April 2002 and 30th April 2002

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

The Company is prohibited from granting any further fixed or floating charges over all or any of its property (including uncalled capital, heritable, real or leasehold property) without the written consent of the Lender and Stadium City.

Short particulars of any property released from the floating charge

None

The amount, if any, by which the amount secured by the floating charge has been increased

None

Please do not  
write in  
this margin

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

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

The parties agree that the sums secured or to be secured by the Lender Standard Security, the Stadium City Standard Security, the Lender Westfield Floating Charge, the Stadium City Westfield Floating Charge, the Lender Falkirk Floating Charge and the Stadium City Falkirk Floating Charge shall rank in the following order of priority:-

(1) the Lender Standard Security and the Stadium City Standard Security in respect of the Lender debt and the Stadium City debt shall rank pari passu pro rata with each other on the property (as hereinafter defined) and the rents thereof and on the proceeds thereof or of any part thereof in the event of a sale of the same prior and preferably to the Lender Westfield Floating Charge, the Stadium City Westfield Floating Charge, the Lender Falkirk Floating Charge and the Stadium City Falkirk Floating Charge;

(2) the Lender Westfield Floating Charge and the Stadium City Westfield Floating Charge in respect of the Lender debt and the Stadium City debt shall rank pari passu pro rata with each other and postponed to the Lender Standard Security and the Stadium City Standard Security; and

(3) The Lender Falkirk Floating Charge and the Stadium City Falkirk Floating Charge in respect of the Lender debt and the Stadium City debt shall rank pari passu pro rata with each other.

For the purposes of this Form 466:-

A. "The Lender Standard Security" means the Standard Security over the subjects forming Brockville Park on the west side of Watson Street, Falkirk, being the subjects registered in the Land Register of Scotland under Title Number STG25011 (hereinafter referred to as "the Property") granted by Westfield Stadium Limited in favour of the Lender registered in the Land Register of Scotland under Title Number STG25011 on 11th February 2002;

B. "The Lender Westfield Floating Charge" means the Bond and Floating Charge granted by Westfield Stadium in favour of the Lender dated 31st January 2002 and registered with the Registrar of Companies on 7th February 2002;

C. "The Lender Falkirk Floating Charge" means the Bond and Floating Charge granted by the Company in favour of the Lender dated 31st January 2002 and registered with the Registrar of Companies on 18th February 2002;

D. "The Stadium City Standard Security" means the Standard Security granted by Westfield Stadium Limited in favour of Oldstadium Limited (formerly registered under the name of Stadium City Limited) registered in the Land Register of Scotland under Title Number STG25011 on 23rd June 1998 (which Standard Security was assigned by Oldstadium Limited to Stadium City Limited by Assignment dated 30th June 1999 and registered in the Land Register of Scotland under Title Number STG25011 on 22nd February 2000;

E. "The Stadium City Westfield Floating Charge" means the Bond and Floating Charge granted by Westfield Stadium Limited in favour of Oldstadium Limited (formerly registered under the name of Stadium City Limited) dated 22nd June 1998 and registered with the Registrar of Companies on 23rd June 1998 (which Bond and Floating Charge was assigned by Oldstadium Limited to Stadium City Limited by Assignment dated 30th June 1999);

F. "The Stadium City Falkirk Floating Charge" means the Bond and Floating Charge granted by the Company in favour of Oldstadium Limited (formerly registered under the name Stadium City Limited) dated 20th May 1998 and registered with the Registrar of Companies on 21st May 1998 (which Bond and Floating Charge was assigned by Oldstadium Limited to Stadium City Limited by Assignment dated 30th June 1999);

G. "The Lender debt" means all sums due to the Lender by the Company and Westfield Stadium Limited together with interest and expenses thereon;

H. "The Stadium City debt" means all sums due to Stadium City by the Company and Westfield Stadium Limited together with interest and expenses thereon.

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

Signed Shepherd/Klo  
On behalf of ~~[company]~~ [chargee] †

Date 8 May 2002

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

#### Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-  
Companies Registration Office, 37 Castle Terrace, Edinburgh EH1 2EB

† delete as appropriate

# FILE COPY



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

Company number 5854

I hereby certify that particulars of an instrument of alteration dated  
30 APRIL 2002

were delivered pursuant to section 410 of the Companies Act, 1985,  
on 11 MAY 2002.

The instrument relates to a charge created on 20 MAY 1998

by FALKIRK FOOTBALL AND ATHLETIC CLUB LTD. (THE)

in favour of STADIUM CITY LIMITED

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh  
14 MAY 2002



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



N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

# REGISTER of Charges, Alterations to Charges,

COMPANY: SC005854 CHARGE: 5

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge  £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
21/05/1998		20/ 5/98 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	STADIUM CITY LIMITED

# Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC005854 CHARGE: 5

(8)	(9)	(10)	(11)	(12)		
				Receiver		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC005854 CHARGE: 5

Instruments of Alteration to a Floating Charge					
(13) Date of Execution	(14) Names of the persons who have executed the instrument	(15) The provisions, if any, prohibiting or restricting the creation by the Company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with, the floating charge.	(16) The provisions, if any, varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.	(17) Short particulars of any property released from the floating charge	(18) The amount, if any, by which the amount secured by the floating charge has been increased.  £
	THE FALKIRK FOOTBALL & ATHLETIC CLUB STADIUM CITY LIMITED  AND OTHERS CAMPBELL CHRISTIE STADIUMCITY LIMITED WESTFIELD STADIUM LIMITED				