

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

Please do not  
write in  
the margin

Pursuant to section 410 and 466 of the Companies Act 1985

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

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

11-15

SC33275

Name of company

\* Ross County Football Club Limited

\* insert full name  
of company

Date of creation of the charge (note 1)

8 August 1985

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

The Royal Bank of Scotland plc

Short particulars of all the property charged

The whole property and Undertaking of the Company

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

For official Use  
Charges Section

1 Post room



of ten persons who have executed the instrument as follows:

Ross County Football Club Limited, Victoria Park, Jubilee Park Road,  
Dingwall, Ross-shire, IV15 9QW

Ross & Cromarty Enterprise Limited, 107 High Street, Invergordon,  
Ross-shire, IV18 0AB

The Royal Bank of Scotland plc, 36 St Andrews Square, Edinburgh,  
EH2 2YB

Please complete  
legibly, prefer  
in block type,  
bold block letters

Date(s) of execution of the instrument of alteration

30/3/95  
9/3/95  
21/3/95

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

Each of the creditors undertakes to the other creditor that so long as any debts shall remain secured by these respective securities of such other creditors, it shall not, without the prior consent in writing of the other creditors, require the company to grant any further floating or fixed charges over the assets secured under the securities.

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

- (a) "RACE's Fixed Charge" shall mean the Standard Security granted by the company in favour of RACE over Victoria Park Football Stadium, Dingwall, Ross-shire recorded in the Division of the General Register of Sasines applicable to the County of Ross and Cromarty on the Fourteenth day of March Nineteen Hundred and Ninety Five.
- (b) "the Bank's Fixed Charge" shall mean the Standard Security by the company in favour of The Royal Bank of Scotland Limited (which subsequently changed its name to The Royal Bank of Scotland plc and thereafter to The Royal Bank of Scotland (1727) Limited) over Victoria Park Football Stadium, Dingwall, Ross-shire dated Tenth January and recorded in the said Division of the General Register of Sasines on Twenty First April, both months of Nineteen Hundred and Seventy Eight which Standard Security was last vested in The Royal Bank of Scotland Limited as aforesaid and from whom the Bank acquired right by the Royal Bank of Scotland Act 1985.
- (c) "the Bank's Floating Charge" shall mean the Bond and Floating Charge dated Eighth and registered on Ninth, both days of August, Nineteen Hundred and Eighty Five, in favour of The Royal Bank of Scotland plc over the whole of the property (including uncalled capital) which is, or may be from time to time comprised in the property and undertaking of the company.
- (d) "RACE's Fixed Limit" shall mean FORTY THOUSAND POUNDS (£40,000) together with interest thereon and expenses.
- (e) "the Bank's Fixed Limit" shall mean ONE HUNDRED AND FIFTY THOUSAND POUNDS (£150,000) together with interest, charges, costs and expenses;
- (f) "Securities" shall mean RACE's Fixed Charge, the Bank's Fixed Charge, the Bank's Floating Charge and "Security" shall mean any one of the Securities or, where the context requires it, any individual Security forming part of one of the Securities.
- (g) The creditors are desirous of regulating the ranking of their respective Securities.

**FIRST**

Notwithstanding the terms of the Securities and the order in which they have been created or recorded or any Instrument of Alteration or Deed of Variation thereof, the Debtor, the Company and the Bank agree that the Securities shall rank in the following order of priority:-

- Firstly** The Bank's Fixed Charge shall rank on the heritable subjects secured thereunder and on the rents thereof and on the proceeds of sale thereof or any part thereof in the event of the sale of same to the extent of such sums secured thereby from time to time as shall not exceed the Bank's Fixed Limit prior to and preferred to RACE's Fixed Charge and to the Bank's Floating Charge;
- Secondly** RACE's Fixed Charge shall rank on the heritable subjects secured thereunder and on the rents thereof and on the proceeds of sale thereof or any part thereof in the event of the sale of same to the extent of such sums secured thereby from time to time as shall not exceed the Company's Fixed Limit after and postponed to the Bank's Fixed Charge to the extent of the Bank's Fixed Limit and prior and preferred to (i) the Bank's Fixed Charge for all sums secured thereby in excess of the Bank's Fixed Limit and (ii) the Bank's Floating Charge;
- Thirdly** The Bank's Fixed Charge shall rank on the heritable subjects secured thereunder and on the rents thereof and on the proceeds of sale thereof or any part thereof in the event of the sale of same to the extent of such sums secured thereby from time to time as exceed the Bank's Fixed Limit after and postponed to (i) the Bank's Fixed Charge to the extent of the Bank's Fixed Limit and (ii) the Company's Fixed Charge to the extent of the Company's Fixed Limit, and prior and preferred to the Bank's Floating Charge; and
- Lastly** The Bank's Floating Charge to an unlimited extent thereafter after and postponed to the Bank's Fixed Charge and the Company's Fixed Charge.

Signed Ledgill Date 8-4-95  
On behalf of [company][chargee]†

† delete as appropriate

#### Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. The address of the Registrar of Companies is:-  
Companies Registration Office, 102 George Street, Edinburgh EH2 3DJ

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

Company number 33275

I hereby certify that particulars of an instrument of alteration dated  
30 MARCH 1995

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 7 APRIL 1995.

The instrument relates to a charge created on 8 AUGUST 1985

by ROSS COUNTY FOOTBALL CLUB LIMITED

in favour of THE ROYAL BANK OF SCOTLAND plc

for securing ALL SUMS DUE, OR TO BECOME DUE

Signed at Edinburgh  
10 APRIL 1995

Stuart S. Smith  
For Registrar of Companies



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