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COMPANIES FORM No. 466(Scot)

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

# 466

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write in  
this margin

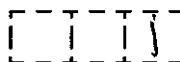
Pursuant to section 410 and 466 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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



158371

Name of company

\* Nairn County Football Club Limited

\* insert full name  
of company

Date of creation of the charge (note 1)

23 August 1995

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

Floating Charge

Names of the persons entitled to the charge

Clydesdale Bank Public Limited Company incorporated under  
the Companies Acts and having their registered office at 30  
St Vincent Place, Glasgow

Short particulars of all the property charged

The whole property (including uncalled capital) comprised in  
the property of the Company

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BRUNSWICK PLACE  
LONDON N1 6EE  
TELEPHONE 01 253 3030  
TELEX 261010



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

South Forrest  
Solicitors  
8 Ardross Terrace  
INVERNESS IV3 5NW

(Ref : AGM)

For official Use

Charges Section

Post room



Names, and addresses of the persons who have executed the instrument of alteration (note 2)

Please do not  
write in  
this margin

1. Nairn County Football Club Limited Company No. 158371 having registered office at 28 High Street, Nairn.
2. Clydesdale Bank Public Limited Company having registered office at 30 St Vincent Place, Glasgow.
3. Scottish & Newcastle plc Company Number 16288 having their registered office at Abbey Brewery, Holyrood Road, Edinburgh

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

Date(s) of execution of the instrument of alteration

5 and 15 March and 3 April all 1996

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

Except as varied by the terms of the Instrument of Alteration, the securities and any Instruments of Alteration, Deeds of Variation, Ranking Agreements or the like altering or amending the same shall continue in force and effect.

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

Not applicable

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

The Company has granted the following securities:-

- a. Standard Security in favour of the said Clydesdale Bank Public Limited Company dated 21.9.95 and recorded GRS Nairn 30.1.96 ("the Bank's Standard Security")
- b. Standard Security in favour of the said Scottish & Newcastle plc dated 5.3.96 and to be recorded in the said GRS ("the Brewer's Standard Security")
- c. Floating Charge in favour of the said Clydesdale Bank Public Limited Company dated 23.8. and registered 11.9.95 ("the Bank's Floating Charge")
- d. Floating Charge in favour of the said Scottish & Newcastle plc dated 5.3.96 ("the Brewer's Floating Charge")

The respective sums secured under the foregoing securities shall rank in the following order of priority:-

First The Brewer's Standard Security to the extent of £27,736 with one year's interest and expenses;

Second The Bank's Standard Security to the extent of £20,000 with one year's interest and expenses;

Third The Bank's Standard Security and the Brewer's Standard Security to the extent of the aggregate of all further sums due or to become due to the Bank and the Brewers respectively to the effect that (i) Seventy per cent of the remaining proceeds of sale of the said assets or any part thereof after the sums due to the Bank and the Brewers respectively under the Bank's First Security Limit of £20,000 and the Brewer's First security Limit of £27,736 have been paid shall be payable to the Brewers up to the level of any further sums due to the Brewers and (ii) Thirty per cent of the remaining proceeds of sale of the said assets or any part thereof after the sums due to the Bank and the Brewers respectively under the Bank First Security Limit of £20,000 and the Brewer's First Security Limit of £27,736 have been paid shall be payable to the Bank up to the level of any further sums due to the Bank ; declaring that if the foregoing apportionment does not exhaust the entitlement of either the Bank or the Brewers the unexhausted balance of the entitlement shall be applied towards repaying the Bank or the Brewers as the case may be.


Fourth The Brewers Floating Charge but so that the sums recoverable thereunder shall not, together with the sums recoverable under the Brewers Standard Security, exceed the Brewers First Security Limit;

Fifth The Bank Floating Charge but so that the sums recoverable thereunder shall not, together with sums recoverable under the Bank Standard Security, exceed £27,736 with one year's interest and expenses;

Sixth The Bank Floating Charge and the Brewers Floating Charge to the extent of the aggregate of all further sums due or to become due to the Bank and the Brewers respectively to the effect that (i) Seventy per cent of the remaining proceeds of/...

of sale of the said assets or anypart thereof after the sums due to the Bank and the Brewers respectively under the Bank First Security Limit of £20,000 and the Brewers First Security Limit of £27,736 have been paid shall be payable to the Brewers up to the level of any further sums due to the Brewers and (ii) Thirty per cent of the remaining proceeds of sale of the said assets or any part thereof after the sums due to the Bank and the Brewers respectively under the Bank First Security Limit of £20,000 and the Brewers First Security Limit of £27,736 have been paid shall be payable to the Bank up to the level of any further sums due to the Bank; declaring that if the foregoing apportionment does not exhaust the entitlement of either the Bank or the Brewers the unexhausted balance of the entitlement shall be applied towards repaying the Bank or the Brewers as the case may be.

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

Signed  Date 17 April 1996 † delete as appropriate  
On behalf of [company][chargee]† Clydesdale Bank Public Limited Company

### 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.



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

Company number 158371

I hereby certify that particulars of an instrument of alteration dated  
3 APRIL 1996

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 19 APRIL 1996.

The instrument relates to a charge created on 23 AUGUST 1995

by NAIRN COUNTY FOOTBALL CLUB LIMITED

in favour of CLYDESDALE BANK PUBLIC LIMITED COMPANY

for securing ALL SUMS DUE, OR TO BECOME DUE

Signed at Edinburgh  
23 APRIL 1996

Stuart S. Smith  
For Registrar of Companies



**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: SC158371 CHARGE: 1**

(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
11/09/1995		23/ 8/95 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	CLYDESDALE BANK PUBLIC LIMITED COMPANY

# 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: SC158371 CHARGE: 1

(8)  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.	(9)  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.	(10)  Amount or rate per cent of the Commission Allowance or discount	(11)  Memoranda of Satisfaction	(12)  Receiver		
				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: SC158371 CHARGE: 1**

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.  £
05/03/96 15/03/96 03/04/96	SCOTTISH & NEWCASTLE PLC CLYDESDALE BANK PUBLIC LIMITED COMPANY NAIRN COUNTY FOOTBALL CLUB LIMITED		SEE CH MICROFICHE		