

MR01

Particulars of a charge



Companies House

You must only use this form if the charge was created on or after 6 April 2013

Avoid rejection of the charge by viewing useful guidance on completing form MR01
www.companieshouse.gov.uk/infoAndGuide/faq/MR01Checklist.shtml

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling
Please go to www.companieshouse.gov.uk

SATURDAY



SCT

S338NZFL

08/03/2014

COMPANIES HOUSE

#197

☒ **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.

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. If
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 4 2 5 1 5 9

Company name in full The Rangers Football Club Limited

For official use

→ **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 28 02 2014

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 Laxey Partners Limited (93741C),
Derby House, 64 Athol Street, Douglas, Isle of Man, IM1 1JD

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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4	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	<p>1. ALL and WHOLE the subjects known as Edmiston House, 100 Edmiston Drive, Glasgow G51 2YX being the subjects registered in the Land Register of Scotland under title numbers GLA29534 and GLA62016; and</p> <p>2. ALL and WHOLE the subjects on the west side of Broomloan Road, Glasgow known as Albion car park being the subjects registered in the Land Register of Scotland under title number GLA68492.</p>		
5	Fixed charge or fixed security	<p>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.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>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.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

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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  X
PARTNER, MACROBERTS LP. 07/03/14

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

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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 **Fiona Armour (FA/JC/LAW/81/6)**

Company name **MacRoberts LLP**

Address **Capella**

60 York Street

Post town **Glasgow**

County/Region

Postcode **G 2 8 J X**

Country **United Kingdom**

DX **DX GW 70 Glasgow**

Telephone **0141 303 1100**



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

[The body of the page contains a large, faint, and mostly illegible watermark or bleed-through from the reverse side of the paper. The text is mirrored and difficult to decipher, but appears to be a multi-paragraph document.]



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 425159

Charge code: SC42 5159 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 28th February 2014 and created by THE RANGERS FOOTBALL CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th March 2014.

Given at Companies House, Edinburgh on 13th March 2014



Companies House



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

GLASGOW 07/03/2014
CERTIFIED A TRUE COPY

The Rangers Football Club Limited

MACROBERTS

GLASGOW

Fiona Annan
Solicitor

Laxey Partners Limited

Standard Security

over Properties known as Edmiston House and the Albion Car Park

This Standard Security is subject to a ranking agreement dated on or around the date of this Standard Security between Laxey Partners Ltd, Mr Alexander Easdale, the Company and the Borrower

STANDARD SECURITY

BETWEEN:

- (1) The Rangers Football Club Limited a company incorporated under the Companies Acts with registered number SC425159 and having their registered office at Ibrox Stadium, 150 Edmiston Road, Glasgow G51 2XD (the "**Company**"); and
- (2) Laxey Partners Limited, incorporated in Isle of Man (Company No. 93741C) having its registered office at Derby House, 64 Athol Street, Douglas, Isle of Man IM1 1JD (the "**Lender**").

IT IS AGREED as follows:

1. Definitions and interpretation

1.1 In this Standard Security:

"**Borrower**" means Rangers International Football Club PLC, a company incorporated in Scotland (company number: SC437060) and having its registered office at Ibrox Stadium, 150 Edmiston Drive, Glasgow, G51 2XD;

"**Certificate**" means a certificate of the amount of the Borrower'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 the Schedule annexed and executed as relative hereto;

"**Ranking Agreement**" means the ranking agreement entered into on or around the date of this Standard Security between the Lender, the Company, the Borrower and Mr. Alexander Easdale;

"**Secured Obligations**" means all monies and liabilities now or after the date of this Standard Security due, owing or incurred by the Borrower to the Lender whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Lender, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction; 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;
- (h) **"this Security"** means any Security created or constituted by this Standard Security; and
- (i) 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.

1.8 This Standard Security is subject to the terms of the Ranking Agreement and, where there is any conflict between the terms of this Standard Security and the Ranking Agreement, the terms of the Ranking Agreement shall prevail.

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

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 or the Borrower 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 enure 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

9. Warrandice

The Company grants warrandice.

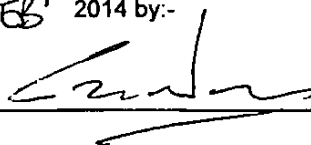
10. Registration

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 6 preceding pages are subscribed on behalf of the Company at 1 BROX STADIUM on 27 FEB' 2014 by:-



Director

IAIN GRAHAM WALLACE

Full name of Director

In the presence of:-

Signature of witness... Elaine McEneaney

Print name... ELAINE MCFLACHAN

Address... 1 BROX STADIUM

150 EDMISTON DRIVE

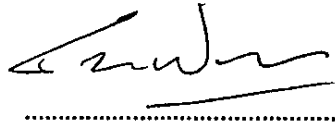
GLASGOW G51 2XD

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY GRANTED
BY THE RANGERS FOOTBALL CLUB LIMITED IN FAVOUR OF LAXEY PARTNERS LTD**

SCHEDULE

The Property

1. ALL and WHOLE the subjects known as Edmiston House, 100 Edmiston Drive, Glasgow G51 2YX being the subjects registered in the Land Register of Scotland under title numbers GLA29534 and GLA62016.
2. ALL and WHOLE the subjects on the west side of Broomloan Road, Glasgow known as Albion car park being the subjects registered in the Land Register of Scotland under title number GLA68492.


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Director