THIS DOCUMENT AND ANY ACCOMPANYING DOCUMENTS ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION. If you are in any doubt as to what action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, solicitor, accountant, fund manager or other appropriate independent financial adviser. If you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser. The whole text of this Document should be read and in particular your attention is drawn to the section entitled “Risk Factors” set out in Part II of this document.

This document which comprises a prospectus relating to Rangers International Football Club plc (“Rangers” or the “Company”) has been prepared in accordance with the Prospectus Rules made by the Financial Services Authority (“FSA”) (“Prospectus Rules”) made under section 73A of the FSMA, as amended. This prospectus has been approved as a prospectus by the FSA under Part VI of the FSMA and a copy of it filed pursuant to Rule 3.2 of the Prospectus Rules.

The Company and its Directors (whose names appear on Page 16 of this document) accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors and the Company (who have taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

AIM is a market designed primarily for emerging or smaller companies to which a higher investment risk tends to be attached than to larger or more established companies. AIM securities are not admitted to the Official List of the United Kingdom Listing Authority. A prospective investor should be aware of the risks of investing in such companies and should make the decision to invest only after careful consideration and, if appropriate, consultation with an independent financial adviser.

Each AIM company is required pursuant to the AIM Rules for Companies to have a nominated adviser. The nominated adviser is required to make a declaration to the London Stock Exchange on Admission in the form set out in Schedule Two to the AIM Rules for Nominated Advisers. The London Stock Exchange has not itself examined or approved the contents of this document.

The distribution of this document and/or the Application Form into jurisdictions other than the United Kingdom may be restricted by law. Persons into whose possession these documents come should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction. In particular, subject to certain exceptions, such documents should not be distributed, forwarded to or transmitted in or into the United States, Canada, Ireland, Republic of South Africa, Australia or Japan or in any jurisdiction in which such offer or solicitation is unlawful. The Ordinary Shares have not been nor will be registered under the relevant laws of any state, province or territory of any of Canada, Republic of Ireland, Republic of South Africa, Australia or Japan. No action has been taken by the Company or by Cenkos Securities plc (“Cenkos Securities”) that would permit an offer or sale of the Ordinary Shares or rights thereto or possession or distribution of this document or any other offering or publicity material or the Application Form in any jurisdiction where action for that purpose is required, other than in the United Kingdom.

Application will be made in accordance with the AIM Rules for all of the Ordinary Shares to be admitted to trading on AIM. It is expected that Admission of the Ordinary Shares will become effective and that dealings on AIM in the Ordinary Shares will commence at 8.00 a.m. on 18 December 2012.

Rangers International Football Club plc
(Incorporated in Scotland under the Companies Act 2006 with registered number SC437060)
Proposed Placing and Offer of up to 38,528,571 Ordinary Shares at 70 pence per share

Application for Admission to AIM

Nominated adviser and broker: Cenkos Securities plc
Issued and fully paid Ordinary Share capital on admission
71,943,771 Ordinary Shares (assuming subscription in full of the Offer Shares)

Cenkos Securities which is a member of the London Stock Exchange, is authorised and regulated in the United Kingdom by the FSA, and is acting as nominated adviser and broker to the Company in connection with the matters described herein. Persons receiving this document should note what is contained herein. Persons receiving this document should note that persons who do not forward this document into any such jurisdictions should draw the recipient’s attention to the contents of Part VI of this document.

This document does not constitute an offer to sell or the solicitation of an offer to buy Ordinary Shares in the United States, Canada, Ireland, Republic of South Africa, Australia or Japan or in any jurisdiction in which such offer or solicitation is unlawful. The Ordinary Shares have not been, nor will be, registered under the United States Securities Act of 1933 (as amended) or under the securities laws of any state, province or territory of any of Canada, Republic of Ireland, Republic of South Africa, Australia or Japan or in any jurisdiction in which such offer or solicitation is unlawful. The Ordinary Shares have not been nor will be registered under the relevant laws of any state, province or territory of any of Canada, Republic of Ireland, Republic of South Africa, Australia or Japan. No action has been taken by the Company or by Cenkos Securities that would permit an offer or sale of the Ordinary Shares or rights thereto or possession or distribution of this document or any other offering or publicity material or the Application Form in any jurisdiction where action for that purpose is required, other than in the United Kingdom.

The attention of overseas Shareholders and other recipients of this document who are residents or citizens of any country other than the United Kingdom or who have a contractual or other legal obligation to forward this document, or, where relevant, the Application Form to a jurisdiction outside the United Kingdom (including without limitation custodians, nominees and trustees) is drawn to Part VI of this document.

It is the responsibility of any person receiving a copy of this document outside the United Kingdom to satisfy himself as to the full observance of the laws and regulatory requirements of the relevant territory in connection therewith, including obtaining any governmental or other consents which may be required or observing any other formalities required to be observed in such territory and paying any other issue, transfer or other taxes due in such other territory. Persons (including, without limitation, nominees and trustees) receiving this document, and where relevant, the Application Form should not distribute or send it to any jurisdiction where to do so would, or might contravene local securities laws or regulations.

The contents of this document are not to be construed as legal, business or tax advice. Each prospective investor should consult his, her or its own legal adviser, financial adviser or tax adviser for legal, financial or tax advice, in relation to the purchase of Placing Shares or Offer Shares.

For further details of how to apply for New Ordinary Shares in the Offer, prospective investors should turn to pages 35 and 36, paragraph 4 of Part VIII of this document.

The contents of the websites of the RFCL Group and the Rangers Group and of any other websites available from hyperlinks on those websites, do not form part of this document. Copies of this document will be available free of charge during normal business hours in any weekday (except Saturdays, Sundays and public holidays) from the registered office of the Company from the date of this document and for a period of 12 months from Admission.
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PART I

SUMMARY

Summaries are made up of disclosure requirements known as “Elements”. These Elements are numbered in Sections A—E (A.1—E.7). This summary contains all the Elements required to be included in a summary for this type of securities and the Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of securities and the Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of “not applicable”.

<table>
<thead>
<tr>
<th>Section A – Warning that:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1 This summary should be read as an introduction to the Prospectus.</td>
</tr>
<tr>
<td>Any decision to invest in the securities should be based on consideration of the Prospectus as a whole by the investor.</td>
</tr>
<tr>
<td>Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Prospectus before the legal proceedings are initiated.</td>
</tr>
<tr>
<td>Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such securities.</td>
</tr>
<tr>
<td>A.2 No consent is given by the Company for the subsequent resale or final placement of Ordinary Shares by financial intermediaries.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section B – Issuer:</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.1 Legal and commercial name</td>
</tr>
<tr>
<td>Rangers International Football Club plc</td>
</tr>
<tr>
<td>B.2 Domicile/Legal form/Legislation /Country of incorporation</td>
</tr>
<tr>
<td>B.3 Current operations/ principal activities and markets</td>
</tr>
<tr>
<td>On 19 November 2012, the Company was incorporated with the intention of acquiring RFCL upon Admission in order to allow an investment in the Company to qualify for VCT and EIS tax relief. The Company has not carried out any trading activities since its incorporation.</td>
</tr>
<tr>
<td>RFCL acquired the assets and business of the Club on 14 June 2012 from RFC 2012 plc and now operates the Club and other ancillary businesses. Immediately prior to Admission, the Company will acquire RFCL pursuant to the Share Exchange Agreement, which is conditional on the Placing Agreement becoming unconditional in all respects, save for Admission, and will be the holding company of the Rangers Group. It is the intention of the Directors and the Manager for the Club to return to top flight football as soon as possible. The Club’s first-team squad is comprised of 27 players (two of whom are currently on loan), who are contracted for varying lengths of time with only one player above the age of 25 having a contract beyond May 2016.</td>
</tr>
</tbody>
</table>
The first team squad is managed by Ally McCoist, the former Rangers forward, who remains the Club’s all-time leading goal scorer. The Directors set the annual budget for football operations, including transfer and player wage budgets, within which the manager must operate.

The Club is unable to enter into contracts with players aged 18 and over until 1 January 2014, although the Club is able to re-sign players who are currently with the Club and sign free agents from 1 September 2013. The Club will continue to monitor this situation and identify players who could enhance the squad at the relevant times. The Directors and the manager expect the playing squad to be enhanced in future and anticipate that, in time, the first team squad will consist of 27 players, with a number being graduates from the Club’s youth academy.

The Club’s primary asset is Ibrox Stadium, situated 2.5 miles south-west of Glasgow city centre and has been home to the Club since 1899. The all-seated 50,987 capacity stadium is owned by RFCL and houses a retail outlet, restaurants, function rooms and executive suites. On matchdays, the Club can accommodate and entertain up to 1,500 corporate clients and provides a variety of hospitality packages.

In August 2012 Rangers Retail was formed as a joint venture with major sports retailer SportsDirect.com with the aim of developing the Club’s retail, merchandising, apparel and product licensing business. The partnership enables the Club to utilise the huge buying power and resources of SportsDirect.com. This new structure means the Club has a controlling interest in its retail operation and can now give supporters the opportunity to buy direct from the Club and in doing so continue to invest in its future.

### B.4a Recent trends

The Club enjoys a world class stadium and training infrastructure together with a loyal and passionate global fanbase, which provide a predictable income and the foundation for the Club. The Directors believe that digital media and the Club’s broadcasting arrangements enables the Club to capitalise on the Rangers brand better than has taken place before. This, coupled with a level of season ticket sales and attendances at Rangers matches since the start of the new season, gives the Directors confidence that the future of the Club is bright and encourages them as they seek to achieve their goal of securing Rangers as a leading club in world football. This has been further reinforced by the Club’s progress in the Scottish Third Division currently top of the division after 11 matches and cup competitions, as well as the potential league restructuring which would accelerate the Club’s return to top league football.

The Company has also today entered into the Placing Agreement, pursuant to which Cenkos Securities has, as agent for the Company, conditionally arranged to place 24,242,857 Placing Shares at the Placing Price of 70 pence each with institutional investors. Cenkos Securities has received firm placing letters from placees in respect of the Placing Shares. The Placing Shares will represent approximately 42.0 per cent. of the Enlarged Share Capital and will raise approximately £17.0 million (approximately £15.0 million net of expenses). The Placing has not been underwritten by Cenkos. The Placing is conditional, inter-alia, upon Admission becoming effective and the Placing Agreement becoming unconditional by no later than 19 December 2012 or such later date as the Company and Cenkos Securities may agree, being no later than 18 January 2013.
On completion of the acquisition of RFCL pursuant to the Share Exchange Agreement, the Company will become the parent company of the Group. The Company will be a holding company with direct and indirect interests in the subsidiaries of the Group, principally RFCL, which it will acquire in accordance with the Share Exchange Agreement. The Group’s business is currently conducted solely through RFCL and its subsidiaries and on completion of the Acquisition, the Group’s business will be conducted solely through the Company and its subsidiaries.

As at the date of this Prospectus, the following shareholders had notifiable interests of more than 3 per cent. in RFCL:

<table>
<thead>
<tr>
<th>Shareholder</th>
<th>No of Ordinary Shares</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Green</td>
<td>5,000,200</td>
<td>14.96%</td>
</tr>
<tr>
<td>Blue Pitch Holding</td>
<td>4,000,000</td>
<td>11.97%</td>
</tr>
<tr>
<td>Mike Ashley</td>
<td>3,000,000</td>
<td>8.98%</td>
</tr>
<tr>
<td>Margarita Funds Holding Trust</td>
<td>2,600,000</td>
<td>7.78%</td>
</tr>
<tr>
<td>Richard Hughes</td>
<td>2,200,000</td>
<td>6.58%</td>
</tr>
<tr>
<td>Imran Ahmad</td>
<td>2,200,000</td>
<td>6.58%</td>
</tr>
<tr>
<td>Craig Mather</td>
<td>1,800,000</td>
<td>5.39%</td>
</tr>
<tr>
<td>Norne Anstalt</td>
<td>1,200,000</td>
<td>3.59%</td>
</tr>
</tbody>
</table>

So far as the Company is aware, immediately following Admission, the following persons will hold directly or indirectly three per cent. or more of the Company’s voting rights, assuming no Offer Shares are issued:

<table>
<thead>
<tr>
<th>Shareholder</th>
<th>No of Ordinary Shares</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Green</td>
<td>5,000,200</td>
<td>8.67%</td>
</tr>
<tr>
<td>Hargreave Hale Limited</td>
<td>4,949,000</td>
<td>8.58%</td>
</tr>
<tr>
<td>Artemis Investment Management LLP</td>
<td>4,286,000</td>
<td>7.43%</td>
</tr>
<tr>
<td>Blue Pitch Holding</td>
<td>4,000,000</td>
<td>6.94%</td>
</tr>
<tr>
<td>Mike Ashley</td>
<td>3,000,000</td>
<td>5.20%</td>
</tr>
<tr>
<td>Margarita Funds Holding Trust</td>
<td>2,600,000</td>
<td>4.51%</td>
</tr>
<tr>
<td>Cazenove Capital Management Limited</td>
<td>2,450,000</td>
<td>4.25%</td>
</tr>
<tr>
<td>Richard Hughes</td>
<td>2,200,000</td>
<td>3.82%</td>
</tr>
<tr>
<td>Imran Ahmad</td>
<td>2,200,000</td>
<td>3.82%</td>
</tr>
<tr>
<td>Legal &amp; General Investment Management Limited</td>
<td>2,000,000</td>
<td>3.47%</td>
</tr>
<tr>
<td>Insight Investment Management (Global) Limited</td>
<td>1,900,000</td>
<td>3.30%</td>
</tr>
<tr>
<td>Craig Mather</td>
<td>1,800,000</td>
<td>3.12%</td>
</tr>
</tbody>
</table>

No holder of Ordinary Shares has voting rights that differ from any other holder of Ordinary Shares and no Shareholder is deemed to have direct or indirect control of the Company.

The historical key financial information described below relates to RFCL, which the Company will acquire upon Admission. The Company has not carried out any trading activities to date and therefore its historical financial information is not material in the context of the Rangers Group, whereas the historical financial information of RFCL is material in the context of the Rangers Group.
### Consolidated Income Statement

**For the 3 month period from incorporation to 31 August 2012**

<table>
<thead>
<tr>
<th><strong>3 month period</strong></th>
<th><strong>to 31 August</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>£’000</strong></td>
<td><strong>2012</strong></td>
</tr>
<tr>
<td>Revenue</td>
<td>1,711</td>
</tr>
<tr>
<td>Operating expenses</td>
<td>(5,487)</td>
</tr>
<tr>
<td>Loss from operations before player trading</td>
<td>(3,776)</td>
</tr>
<tr>
<td>Amortisation of players registrations</td>
<td>(172)</td>
</tr>
<tr>
<td>Profit on disposal of player registrations</td>
<td>12</td>
</tr>
<tr>
<td>Non-recurring items</td>
<td>17,056</td>
</tr>
<tr>
<td>Profit from operations</td>
<td>13,120</td>
</tr>
<tr>
<td>Finance costs</td>
<td>(173)</td>
</tr>
<tr>
<td>Profit on ordinary activities before taxation</td>
<td>12,947</td>
</tr>
<tr>
<td>Taxation</td>
<td>937</td>
</tr>
<tr>
<td>Profit for the period</td>
<td>13,884</td>
</tr>
<tr>
<td>Basic earnings per ordinary share</td>
<td>77p</td>
</tr>
</tbody>
</table>

### Consolidated Balance Sheet

**As at 31 August 2012**

<table>
<thead>
<tr>
<th><strong>£’000</strong></th>
<th><strong>As at 31 August 2012</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Non-current assets</strong></td>
<td></td>
</tr>
<tr>
<td>Property, plant and equipment</td>
<td>43,456</td>
</tr>
<tr>
<td>Intangible assets</td>
<td>20,009</td>
</tr>
<tr>
<td><strong>Current assets</strong></td>
<td></td>
</tr>
<tr>
<td>Trade and other receivables</td>
<td>6,263</td>
</tr>
<tr>
<td>Cash and bank balances</td>
<td>4,186</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td></td>
</tr>
<tr>
<td><strong>73,914</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Current liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Trade and other payables</td>
<td>7,863</td>
</tr>
<tr>
<td>Obligations under finance leases</td>
<td>347</td>
</tr>
<tr>
<td>Deferred income</td>
<td>8,738</td>
</tr>
<tr>
<td><strong>Net current liabilities</strong></td>
<td></td>
</tr>
<tr>
<td><strong>(6,499)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Non-current liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Trade and other payables</td>
<td>183</td>
</tr>
<tr>
<td>Obligations under finance leases</td>
<td>1,192</td>
</tr>
<tr>
<td>Deferred tax liability</td>
<td>7,817</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td></td>
</tr>
<tr>
<td><strong>26,140</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Net assets</strong></td>
<td></td>
</tr>
<tr>
<td><strong>47,774</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Equity</strong></td>
<td></td>
</tr>
<tr>
<td>Share capital</td>
<td>253</td>
</tr>
<tr>
<td>Share premium account</td>
<td>7,466</td>
</tr>
<tr>
<td>Revaluation reserve</td>
<td>26,171</td>
</tr>
<tr>
<td>Retained earnings</td>
<td>13,884</td>
</tr>
<tr>
<td><strong>Equity attributable to equity holders of the parent</strong></td>
<td><strong>47,774</strong></td>
</tr>
</tbody>
</table>
## Consolidated statement of cash flows
for the 3 month period from incorporation to 31 August 2012

<table>
<thead>
<tr>
<th>3 month period to 31 August 2012</th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash generated from operations</td>
<td>4,489</td>
</tr>
<tr>
<td><strong>Cash flows from investing activities:</strong></td>
<td></td>
</tr>
<tr>
<td>Purchase of trade and assets</td>
<td>(6,750)</td>
</tr>
<tr>
<td>Purchase of intangible fixed assets</td>
<td>(689)</td>
</tr>
<tr>
<td>Purchase of property, plant and equipment</td>
<td>(1,567)</td>
</tr>
<tr>
<td>Proceeds from sale of intangible fixed assets</td>
<td>356</td>
</tr>
<tr>
<td>Repayment of RFC 2012 plc Football debt</td>
<td>(740)</td>
</tr>
<tr>
<td>Interest paid</td>
<td>(171)</td>
</tr>
<tr>
<td><strong>Net cash used in investing activities</strong></td>
<td>(9,561)</td>
</tr>
<tr>
<td>Financing activities</td>
<td></td>
</tr>
<tr>
<td>Lease finance advances</td>
<td>1,567</td>
</tr>
<tr>
<td>Repayment of lease finance</td>
<td>(28)</td>
</tr>
<tr>
<td>Proceeds from issue of shares</td>
<td>7,719</td>
</tr>
<tr>
<td>Loans received</td>
<td>1,815</td>
</tr>
<tr>
<td>Loans repaid</td>
<td>(1,815)</td>
</tr>
<tr>
<td><strong>Net cash from financing activities</strong></td>
<td>9,258</td>
</tr>
<tr>
<td><strong>Net increase in cash and cash equivalents</strong></td>
<td>4,186</td>
</tr>
<tr>
<td>Cash and cash equivalents at the beginning of the period</td>
<td>—</td>
</tr>
<tr>
<td>Cash and cash equivalents at the end of the period</td>
<td>4,186</td>
</tr>
</tbody>
</table>

There has been no significant change in the financial or trading position of the Group during and subsequent to 31 August 2012, the date to which the historical financial information has been prepared, save for the additional issue of 8,075,000 shares in RFCL from a pre-IPO fundraise at a total consideration of £5,575,000 which has been received by RFCL in cash.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>B.8</td>
<td>Pro forma financial information</td>
</tr>
<tr>
<td></td>
<td>Not applicable; no pro forma financial information has been prepared.</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>B.9</td>
<td>Profit forecast/estimate</td>
</tr>
<tr>
<td></td>
<td>Not applicable; there are no profit forecasts or estimates in this document.</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>B.10</td>
<td>Audit report – qualifications</td>
</tr>
<tr>
<td></td>
<td>Not applicable; there are no qualifications in the audit report on the historical financial information.</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>B.11</td>
<td>Working capital</td>
</tr>
<tr>
<td></td>
<td>Not applicable; the Company is of the opinion that the Group has sufficient working capital for its present requirements, that is for at least the 12 months following the date of publication of this document.</td>
</tr>
</tbody>
</table>
Section C – Securities:

C.1 Description of the Offer
The Offer comprises up to 14,285,714 New Ordinary Shares in the Company at a price of 70 pence per New Ordinary Share. The New Ordinary Shares are not currently in issue and will be issued upon Admission. It is expected that the New Ordinary Shares will represent 63.3 per cent. of the enlarged issued share capital of the Company (assuming subscription in full of the Offer Shares).

When admitted to trading the Ordinary Shares will be registered with an ISIN number GB00B90T9275 and SEDOL number B90T027.

C.2 Currency of issue
British pounds sterling

C.3 Issued share capital
Immediately prior to the Fundraising, the nominal value of the issued ordinary share capital of the Company is £1, divided into 100 fully paid subscriber shares of 1 pence each. Immediately prior to the Offer, the nominal value of the issued ordinary share capital of RFCL is £334,152, divided into 33,415,200 ordinary shares of 1p each, all of which are issued and fully paid. Immediately following the Offer and the Acquisition, the nominal value of the issued ordinary share capital of the Company is expected to be £719,437.71, (assuming subscription in full of the Offer Shares) divided into 71,943,771 Ordinary Shares of 1 pence each, which will be issued and fully paid.

C.4 Rights attaching to Ordinary Shares
• The Ordinary Shares rank equally for voting purposes. On a show of hands each Shareholder has one vote and on a poll each Shareholder has one vote per Ordinary Share held.
• Each Ordinary Share ranks equally for any dividend declared. Each Ordinary Share ranks equally for any distributions made on a winding up.
• Each Ordinary Share ranks equally in the right to receive a relative proportion of shares in case of a capitalisation of reserves.

C.5 Restrictions on transfer
Not applicable; the Ordinary Shares are freely transferable and there are no restrictions on transfer.

C.6 Admission to trading
Application has been made for all the Ordinary Shares in the Company to be admitted to trading on AIM, a market operated by the London Stock Exchange.

C.7 Dividend policy
The Company does not currently pay a dividend to shareholders but the Directors will monitor whether the payment of dividends would be appropriate on a semi-annual basis.

Section D – Risks:

D.1 Key Risks that are specific to the Issuer or its industry
Key risks that are specific to the Company or its industry
• The RFCL Group and the Rangers Group are financially dependent on the Club’s supporters who are concentrated in Scotland. A significant amount of the RFCL Group’s and the Rangers Group’s income will be derived from season ticket sales and match day ticket sales to supporters attending football matches at Ibrox Stadium. The level of attendance and, therefore, the income generated will be influenced by a number of factors, such as the success of the Club, admission prices and general economic conditions affecting personal disposable income and corporate and marketing budgets.
• The RFCL Group and the Rangers Group have specific business operations and sources of funds which are dependent on the success of the Club and whether the Club is a member of the SFL or SPL (based on the
current format of Scottish football). The RFCL Group’s and the Rangers Group’s principal sources of funds are amounts from season ticket sales, gate receipts and corporate hospitality, amounts from exploitation of media rights, amounts from sponsorship agreements, retail and other commercial operations, fees from player transfers and competition prize monies. The sources and levels of income are dependent on the success of the Club.

- A weak performance in league and cup competitions could cause revenue to fall. A general decline in the performance of the Club could cause future revenues to be lower than expected. A failure of the Club to perform as well as expected will result in the Club not being promoted in which event there is a risk that the sources and levels of income available to the Club will not improve from their current status and may worsen if key sponsorship agreements are terminated.

- There could be an increase in the relative size of wage bills or transfer costs which would reduce profitability. The Club is obliged to pay players and coaching staff in line with the Club’s competitors in Scotland. The Club may be required to pay higher players’ wages in order to secure players which would reduce profitability.

- The arrangements governing the structure of Scottish and European football may change in the future. The SPL and SFL are both considering proposals to restructure the Scottish football leagues and UEFA is considering proposals to restructure the Champions League and the Europa League and such proposals may have a material adverse effect on the manner in which broadcasting and other revenue streams can be monetised by the RFCL Group and the Rangers Group.

- The current registration embargo may limit the short term ability of the Club to improve the playing squad, which could have an adverse effect on the Club’s income if contractual counterparties then seek to terminate or renegotiate short term contractual arrangements. The Club is unable to enter into contracts with players aged 18 and over until January 2014. This may have a negative impact on the performance of the Club which may in turn have an adverse effect on the Club’s prize money and may result in difficulties with sponsors.

<table>
<thead>
<tr>
<th>D.3</th>
<th>Key risks relating to the Ordinary Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Company may cease to be a VCT or EIS qualifying investment with adverse tax implications for relevant Shareholders, which could cause the relevant investors’ holding in the Company to cease to benefit from VCT or EIS tax relief.</td>
</tr>
<tr>
<td></td>
<td>The RFCL Group and the Rangers Group may require additional capital in the longer-term to fund development, but this might only be available on onerous terms.</td>
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<tr>
<td></td>
<td>The price of the Ordinary Shares may be volatile.</td>
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<tr>
<td></td>
<td>Substantial sales of Ordinary Shares could cause the price of Ordinary Shares to decline.</td>
</tr>
<tr>
<td></td>
<td>Any future equity issues by the Company could have an adverse effect on the market price of the Ordinary Shares and could dilute ownership, although the Company has no current plans to issue equity.</td>
</tr>
</tbody>
</table>
Section E – Offer:

<table>
<thead>
<tr>
<th></th>
<th>Net Proceeds/ Expenses</th>
<th>Reasons for the Offer/Use of proceeds</th>
<th>Terms and Conditions of the Offer</th>
<th>Material interests</th>
</tr>
</thead>
<tbody>
<tr>
<td>E.1</td>
<td>The estimated net amount of the proceeds of the Placing and Offer are £24.5 million. The costs and expenses of the Placing and Offer will be borne by the Company in full and are not expected to exceed £2.5 million. No expenses will be directly charged to investors.</td>
<td>The Company plans to use the money raised from the Placing to improve the infrastructure of the Club. In particular, the Directors have identified: • upgrades to Ibrox stadium (approximately £5.5 million); • acquisition of land assets adjacent to the stadium (£4.5 million); • other identified projects which could result in additional revenue generating activities (approximately £3.0 million); and • general working capital purposes. In addition, should the Company receive funds from the Offer, the Directors have identified other potential investments that would go beyond the Group’s strategy in the next 12 months, but which could further enhance revenue opportunities. In particular, the Directors have identified: • further upgrades to Ibrox Stadium (approximately £3.5 million); and • other identified projects which could result in additional revenue generating activities (approximately £2.0 million). Additionally, cash could also be used to provide the Directors with additional flexibility to opportunistically consider appropriate investment opportunities as and when they arise.</td>
<td>Under the fundraising, all Placing Shares and Offer Shares will be sold at the Offer Price. The Placing comprises of the VCT Placing pursuant to which the VCT Placing Shares will be issued on 18 December 2012; one day prior to Admission. The General Placing Shares will be issued on 19 December 2012 and all Placing Shares will be admitted to AIM on 19 December 2012. The Offer is being made to Qualifying Persons who, in order to participate in the Offer, will need to send in an application form by 1.00 p.m. (London time) on 18 December 2012 (but this period may be shortened or extended at the discretion of Cenkos Securities with the agreement of the Company and without further notice). The Offer is subject to the satisfaction of conditions which are customary for transactions of this type contained in the Placing Agreement, including Admission becoming effective by no later than 8.00 a.m. on 19 December 2012 (or no later than 18 January 2013) and on the Placing Agreement not having been terminated prior to Admission. The allocation of Offer Shares will be at the absolute discretion of the Company. However, the Company will endeavour to prioritise application from the following persons; current season ticket holders; minority shareholders of RFC 2012 plc; former debenture holders of RFC 2012 plc; former season ticket holders with RFC 2012 plc and persons having a current employment contract with the Group. Admission of the Offer Shares is expected to occur at 8.00 a.m. on 19 December 2012. Applications in the offer for subscription must be submitted via an electronic form accessible at the following website <a href="http://www.rangersshareoffer.com">www.rangersshareoffer.com</a> or on the hard copy Application Form attached at the end of this Prospectus. All Applications in excess of £10,000 must be made on the hard copy Application Form.</td>
<td>Not applicable; there are no interests material to the Offer including conflicting interests.</td>
</tr>
</tbody>
</table>
|   | Selling Shareholder/ Lock-up arrangements | Not applicable; there are no selling shareholders.  
|   |                                            | The Directors have each entered into lock-in periods, pursuant to AIM Rule 7, pursuant to which they will not dispose of their Ordinary Shares for a minimum of 12 months from Admission and they will be subject to orderly marketing agreements for the following 6 months. The Company and Cenkos Securities have entered into orderly market agreements with certain other Shareholders for a period of 6 months from Admission. |
|   | Dilution | Existing Shareholders will be diluted by the issue of New Ordinary Shares. The minimum dilution, assuming issue of the Placing Shares only, will be 42.0 per cent. and the maximum dilution, assuming full subscription for the Offer Shares, will be 63.3 per cent. |
|   | Estimated expenses to be charged to investors | Not applicable; investors will not be charged any expenses by the Company or Cenkos Securities in connection with the Offer or the Placing. |
PART II
RISK FACTORS

In addition to the other information presented in this document, the following risk factors should be carefully considered by Shareholders and prospective investors when deciding what action to take in relation to the Placing and Offer and before making a decision to invest in the Company and the Ordinary Shares. Additional risks and uncertainties not presently known to the Directors, or that the Board currently considers immaterial, may also adversely affect the business of the Rangers Group and/or the RFCL Group and the market price of the Ordinary Shares. If any of these risks materialise, the business, financial condition or results of future operations of the Rangers Group and/or the RFCL Group could be materially adversely affected. In that case, the trading price of the Ordinary Shares could decline and Shareholders may lose all or part of their investment. Before making any investment decision, Shareholders and prospective investors are advised to consult an appropriate independent advisor authorised under FSMA who specialises in advising upon investments.

A. Risks relating to the Company the Rangers Group and the RFCL Group;

The Rangers Group and the RFCL Group have specific business operations and sources of funds

The RFCL Group’s and the Rangers Group’s principal sources of funds are:

(a) amounts received from season ticket sales, gate receipts and corporate hospitality;
(b) amounts received from the exploitation of media rights;
(c) amounts received under kit, shirt and other sponsorship arrangements;
(d) income from retail and other commercial operations;
(e) fees received in connection with the transfer of players’ registrations to other clubs; and
(f) prize money won in competitions in which it plays.

The sources and levels of income are dependent on the success of the Club and whether the Club is a member of the SFL or another league (depending on whether the Club is promoted and whether the structure of Scottish football changes in the future). The Directors consider that the effects of this risk have been mitigated given that the Club participates in SFL Division Three and has secured season ticket sales and sponsorship agreements. The Directors believe, therefore, that if the Club is successful in gaining promotion due to the success of the Club into higher divisions it would provide opportunities for the Club to increase its sources and levels of income.

The Rangers Group and the RFCL Group are financially dependent on the Club’s supporters, who are concentrated in Scotland

A significant amount of the Rangers Group’s or the RFCL Group’s income will be derived from season ticket sales and match day ticket sales to supporters of the Club and others who attend football matches at Ibrox Stadium and elsewhere and the Rangers Group’s and the RFCL Group’s share of gate receipts from cup matches.

In particular, the income generated from Ibrox Stadium will be highly dependent on the continued attendance at matches of the Club’s individual and corporate supporters.

The level of attendance may be influenced by a number of factors, some of which are wholly or partly outside of the control of the Club. These factors include the success of the Club, admission prices and general economic conditions which affect personal disposable income and corporate marketing and hospitality budgets. As the majority of the RFCL Group’s and the Rangers Group’s revenue is earned in Scotland, economic downturn in Scotland may have a greater effect on the Rangers Group’s and the RFCL Group’s business than if the Rangers Group’s and the RFCL Group’s revenue sources were geographically more diverse. The risk of the Rangers Group’s and the RFCL Group’s income falling as a result of it not being able to sell sufficient tickets is mitigated by the number of season tickets that have been sold for the current season and the Directors expect this to continue in subsequent seasons.
A weak performance in league and cup competitions could cause revenue to fall
A general decline in the performance of the Club could cause future revenues to be lower than expected. There is a risk that a failure of the Club to perform as well as expected will result in the Club not being promoted. In the event that the Club does not progress as well as currently anticipated by the Directors there is a risk that the sources and levels of income available to the Club will not be improved from their current status and may worsen if key sponsorship agreements expire or are terminated as a result of the Club’s performance and if such agreements can not be renewed or replaced on substantially similar terms. The Directors consider this risk to have been mitigated as the Club has projected low attendance and early exit from cup competitions.

There is currently some uncertainty about the financial stability of certain Scottish football clubs and the proposals for the structure of Scottish football in the future
The Company understands that the SPL are reviewing whether the SPL should be split into two divisions and that the SFL are considering a proposal for one league body and three leagues of 16, 10 and 16 teams respectively which would result in the end of the SPL and the opportunity for colt teams to participate in the league. The uncertainty in relation to the financial stability of certain Scottish football clubs and the proposals for restructuring Scottish football present a risk for the Company in relation to the manner in which the league and cup competitions will be structured in the future which may have a material adverse effect on the manner in which broadcasting and other revenue streams can be monetised by the Company. However, this risk is mitigated by the fact that any restructuring of Scottish football may enable the Club to return to the top division of Scottish football sooner than currently anticipated and to therefore benefit from access to different sources and levels of income.

There could be an increase in the relative size of wage bills or transfer costs
It is important that the Club is able to employ suitable playing and coaching staff. As a result, the Club is obliged to pay wages in line with the Club’s competitors in Scotland. In time, subject to the expiry of the transfer embargo in place until 1 September 2013 or in the event that the Club is competing against the premier teams in Scotland and across Europe, the Club may be required to pay higher player wages in order to secure players, which would reduce profitability.

Any potential effect of this risk should be mitigated by the Directors intention to restrict annual first team player wage bills to a third of the Rangers Group’s or the RFCL Group’s annual turnover. The Directors intend to use the current financial position of the Club to use the UEFA Financial Fair Play rules to its advantage and for the Rangers Group and the RFCL Group to live within their means. It is also mitigated by the Rangers Group’s and the RFCL Group’s ability to sell the registrations of existing players at an increased price. However, if any upturn in player wages came at a time when the Rangers Group or the RFCL Group was looking to buy rather than sell players, there is a risk that net transfer costs could increase, resulting in a reduction in the amount of revenue available to the Rangers Group or the RFCL Group to meet their obligations.

Exposure to litigation
Given the high profile and complex environment in which the Rangers Group operates, many aspects of the Rangers Group’s and the RFCL Group’s businesses could be exposed to a risk of litigation or arbitration proceedings (such as matters involving player disputes and disciplinary action, football regulatory issues and operational arrangements with third parties). There is also uncertainty caused by RFC 2012 plc becoming insolvent and the manner in which RFCL acquired the assets and business of the Club pursuant to the APA, which is described in more detail in the risk factor below. Any litigation or arbitration proceedings which are brought against any member of the Rangers Group or the RFCL Group may have a material adverse effect on the Rangers Group’s or the RFCL Group’s business growth, prospects, sales, results of operations and/or financial condition. The Rangers Group’s and RFCL Group’s insurance may not necessarily cover any and all claims brought against the Rangers Group or the RFCL Group or liabilities in respect of any such claim. The risk of litigation arising as a result of the acquisition of the assets and business of the Club has been mitigated by the lapse of time since the acquisition was completed on the 14 June 2012 as the Directors consider that any material liabilities would have become known by now.
RFCL purchased the assets and business of the Club from the administrators of RFC 2012 plc and upon completion of the Acquisition, RFCL will become a wholly owned subsidiary of the Company. Whilst the liabilities and creditors of RFC 2012 plc were excluded from the business and assets transferred to RFCL, there can be no certainty that there are no liabilities attached to the business or which may otherwise arise in relation to assets acquired by RFCL (more specifically, whilst RFCL did not acquire liabilities or creditors pursuant to the APA, as a condition to the transfer of the Club’s SFA membership to RFCL, RFCL was required by the Scottish football authorities (SFA, SPL and SFL) to take responsibility for football creditors of RFC 2012 plc pursuant to the 5 Way Agreement. Three of these football creditors remain outstanding and the maximum amount payable by RFCL is approximately £1.7 million). Further uncertainty in relation to potential liabilities may arise from the appointment of the liquidators of RFC 2012 plc and the termination of the office of the administrators of RFC 2012 plc. The Directors consider that the risk of liabilities, other than as may be referred to in this document, has been mitigated by the competitive bidding process as a result of which RFCL acquired the assets and business under the APA, the terms of the APA itself which do not provide for RFCL to assume any liabilities and the fact that RFCL has acted in good faith as a bona fide purchaser on arms length terms. Whilst RFCL cannot be certain that a liquidator or a creditor of RFC 2012 plc would not seek to establish grounds under the provisions of the Insolvency Act 1986 to challenge the acts of the administrators of RFC 2012 plc, the Directors consider that all necessary steps have been taken to ensure historic liabilities of RFC 2012 plc remain with RFC 2012 plc and that the APA is valid, binding and enforceable. There remains a risk that any such claim against the RFCL Group or the Rangers Group by a creditor or the liquidator of RFC 2012 plc would result in management time and attention being diverted from the operation of the business.

B. Risks relating to the Company’s markets;

A failure by the Club to comply with SFL, SFA, UEFA and FIFA rules could result in sanctions

The Club is regulated by the rules of the SFL, SFA, UEFA and FIFA (and may in the future be regulated by other football regulatory authorities if the Club is a member of another league). A failure to comply with these rules could result in fines or other sanctions being imposed on the Club which may impact on the Club’s ability to play football as competitively as it intends and may result in financial penalties being imposed on the Rangers Group or the RFCL Group.

Negotiation of the majority of television broadcasting rights contracts is outside the control of the Company

The majority of television broadcasting rights contracts are currently centrally negotiated by football authorities in Scotland and Europe. The Company may not have any direct influence on the outcome of such contract negotiations. Consequently, the distribution of the revenues from such broadcasting rights agreements may not be concluded in the way that would maximise revenue to the Company.

The arrangements governing the structure of Scottish football may change in the future

Any change in the structure of the SFL and the format of the league and/or cup competitions in which the Club plays, or might in the future play, could have an impact on the Rangers Group’s or the RFCL Group’s income. In addition to possible changes to the format of existing competitions, were new competitions to replace existing competitions (for example, a European league) the Rangers Group’s or the RFCL Group’s income may be affected. In particular, if such a change in format or structure resulted in a decrease in the number of home fixtures played, this may have an adverse effect on the Rangers Group’s or the RFCL Group’s income. The Directors consider that any such risks to the Company’s income would be mitigated by the new opportunities that would be offered to the Company such as the distribution of related broadcasting income, competition prize monies and the allocation of gate receipt monies.
UEFA Financial Fair Play regulations may limit an owner's ability to inject further capital into the RFCL Group or the Rangers Group.

In the future the Club may qualify to play in the UEFA Champions League or UEFA Europa League either by winning the Scottish Cup or through achieving a sufficiently high position in the SPL, however this may be unlikely before the 2015/16 season due to the requirement for a three year trading history. UEFA Financial Fair Play regulations may limit an owner's ability to inject further capital into the Club and/or the RFCL Group or the Rangers Group as a whole. As part of UEFA’s broader club licensing regulations, it has implemented a set of rules which include the requirement for clubs participating in UEFA club competitions (the Champions League and the Europa League) to break-even in the long term (the Club Licensing and Financial Fair Play regulations). Clubs who wish to participate in UEFA club competitions from the 2013-14 season will have to submit detailed financial information in order to demonstrate that they comply with the UEFA break-even criteria. Whilst certain losses are permitted, if clubs breach the break-even regulations, then sanctions for clubs can include UEFA fines, points deductions, player registration prohibitions, withholding prize money and potentially expulsion from UEFA competition. The regulations only allow owners to provide additional equity up to certain thresholds to subsidise any losses. Should the Club participate in UEFA competition in the future, it will have to comply with the UEFA rules. This may place limitations on the signing of new players by the Club which may have an adverse effect on the performance of the Club and which in turn may cause the Company to be in breach of its contractual obligations under agreements which it relies on for income or which may otherwise result in contractual counterparties seeking to terminate or renegotiate short term contractual arrangements. The effect of this risk will be mitigated by the Directors intention to limit the annual amount of player wages to one third of turnover.

The current registration embargo may limit the Club’s short term ability to improve the playing squad.

The Club is unable to enter into contracts with players aged 18 and over until January 2014, although the Club is able to re-sign players who are currently with the Club and sign free agents from 1 September 2013. Therefore the management team will in the short term not be able to register further players with the aim of gaining promotion. This may have a negative impact on the performance of the Club which may in turn result in an adverse effect on the Club’s prize money income and may result in difficulties renewing or resigning sponsors.

SPL Commission investigation. Further sanctions may be imposed by the Scottish football authorities.

In June 2012, the SPL announced that it was investigating certain EBT payments made by RFC 2012 plc in relation to players and managers during the period from 2000-2011 following the claim brought by HMRC against RFC 2012 plc for unpaid taxes arising as a result of the operation of the EBT and dual contracts by RFC 2012 plc. On 20 November 2012 the tax tribunal determined that there was no tax liability for RFC 2012 plc which had arisen in relation to the EBT. The SPL announced that an independent Commission would decide whether RFC 2012 plc had breached the relevant SPL regulations and whether RFC 2012 plc should be sanctioned accordingly. In September 2012, RFCL explained in a public statement that it is unrelated to these investigations and would not be participating in the Commission investigation as it has no jurisdiction over RFCL. It is understood that the Commission will begin to hear the case against RFC 2012 plc not before January 2013. In light of the decision of the tax tribunal it is currently not clear what the outcome of the Commission Investigation would be. It is understood that HMRC will appeal the decision of the tax tribunal. RFCL has not under the APA assumed legal responsibility for the liabilities of RFC 2012 plc and is not a member of the SPL. RFCL does not have any liability in relation to the EBT, the Commission does not have jurisdiction over RFCL for the purpose of any investigation or any resulting determination made, and therefore has no jurisdiction to impose sanctions on RFCL. If the Commission seeks to find grounds to impose sanctions which affect the Club retrospectively, such as stripping the Club of historic achievements such as title wins, the legal basis for any such sanctions would be strongly challenged by the RFCL Group or the Rangers Group. The Directors do not believe that a financial impact could arise, but it could result in management time and attention being diverted from the operation of the business of the RFCL Group and the Rangers Group.
C. Risks relating to the Placing and Offer and Risks relating to the Ordinary Shares;

VCT and EIS status lost

The VCT Placing Shares are expected to constitute a qualifying holding for VCTs in respect of qualifying funds raised by the VCT as described in paragraph 20 of Part VII of this document. Although it is intended that the Company will be managed so as to continue a qualifying company for VCT purposes, there is no guarantee that such status will be maintained.

Investors seeking to take advantage of any reliefs available under the VCT and EIS regimes should seek individual advice in order that they fully understand how the rules apply in their individual circumstances.

The Rangers Group may require additional capital in the longer term (that is more than 18 months from the date of this document) to support its growth and this capital may not be available

The Rangers Group may require additional capital in the longer term (that is more than 18 months from the date of this document) to support its development as, following the Fundraising the Rangers Group will have sufficient funding to execute all of its financial commitments in the next 18 months without recourse to further funding. If such funds are raised through further share issues the existing Shareholders could suffer dilution. The Rangers Group may also seek such capital in the longer term from debt financing, but may only be able to secure such debt financing on onerous terms. Any bank debt financing secured by the Rangers Group could involve restrictive covenants on financial and operational matters which may make it difficult to pursue business opportunities. Therefore, it may be that the Rangers Group cannot take advantage of otherwise attractive business opportunities or might do so on terms that are onerous to the Rangers Group. The requirement for further funding is mitigated by the Board’s commitment to live within its means and to ensure expenditure is controlled as a proportion of turnover. As such, the Directors intend to control expenditure to the extent required and postpone further development plans in the event that any requirement for additional funding is identified.

Possible volatility of the price of the Ordinary Shares

The market price of the Ordinary Shares could be subject to significant fluctuations due to a change in sentiment in the market regarding the Ordinary Shares (or securities similar to them) or in response to various factors and events, including: any regulatory changes affecting the Company’s operations, variations in the Company’s operating results and business developments of the Company or its competitors.

Stock markets can experience significant price and volume fluctuations which have affected the market prices for securities which may be unrelated to the Company’s operating performance or prospects. Furthermore the Company’s operating results and prospects could be below the expectations of market analysts and investors. Any of these events could result in a decline in the market price of the Ordinary Shares and as such investors may not be able to sell their Ordinary Shares at or above the price they paid for them.

The trading prices of the Ordinary Shares may go down as well as up and Shareholders may therefore not recover a proportion or all of their original investment.

Substantial sales of Ordinary Shares could cause the price of Ordinary Shares to decline

There can be no assurance that certain Directors and executive officers of the Company or other Shareholders will not elect to sell their Ordinary Shares. The market price of Ordinary Shares could decline as a result of any sales of such Ordinary Shares or as a result of the perception that these sales may occur. If these or any other sales were to occur, the Company may in the future have difficulty in offering or selling Ordinary Shares at a time or at a price it deems appropriate.

Subject to certain limited exceptions, the Locked in Shareholders will be prevented from selling Ordinary Shares held by them for a period of 12 months, respectively, following Admission certain other Shareholders will be prevented from selling Ordinary Shares held by them without the prior consent of Cenkos Securities for a period of 6 months following Admission. On the expiry of these periods, the Company may issue Ordinary Shares and the Directors and relevant Shareholders will be free (subject to applicable law) to sell the Ordinary Shares held by them. The potentially increased supply of Ordinary Shares on the market may have an adverse effect on the market price of the Ordinary Shares. Similarly,
Directors or significant Shareholders selling additional Ordinary Shares, or the Company issuing additional Ordinary Shares, may affect the confidence of the market in the Ordinary Shares and cause the market price of the Ordinary Shares to fall.

Possible future share offerings

The Company may offer additional shares in the future, which may adversely affect the market price of the outstanding Ordinary Shares. The Company has no current plans (that is, at least for the next twelve months) for a subsequent offering of its shares or of rights or invitations to subscribe for shares. However, it is possible that the Company may decide to offer additional shares in the longer term. An additional offering of shares by the Company or the public perception that an offering may occur, could have an adverse effect on the market price of the Ordinary Shares.
PART III
DIRECTORS, SECRETARY AND ADVISERS TO THE COMPANY

Directors
Malcolm Murray (*Non-Executive Chairman*)
Charles Green (*Chief Executive Officer*)
Brian Stockbridge (*Finance Director*)
Walter Smith (*Non-Executive Director*)
Ian Hart (*Non-Executive Director*)
Phil Cartmell (*Non-Executive Director*)
Bryan Smart (*Non-Executive Director*)

Secretary and registered office
Brian Stockbridge
Ibrox Stadium
150 Edmiston Drive
Glasgow G51 2XD

Nominated adviser and broker
Cenkos Securities plc
6.7.8 Tokenhouse Yard
London EC2R 7AS

Auditors and reporting accountants
Deloitte LLP
2 Hardman Street
Manchester M60 2AT

Legal advisers to the Company
(English law)
Field Fisher Waterhouse LLP
35 Vine Street
London EC3N 2PX

Legal advisers to the Company
(Scots law)
DWF Biggart Baillie
Dalmore House
310 St Vincent Street
Glasgow G2 5QR

Legal advisers to Nominated Adviser and Broker
Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Registrar
Capita Registrars Limited
The Registry
34 Beckenham Road
Beckenham
Kent BR3 4TU

Receiving Agent
Capita Registrars Limited
Corporate Actions
The Registry
34 Beckenham Road
Beckenham
Kent BR3 4TU

Public Relations adviser to the Company
Newgate Threadneedle Limited
5th Floor
33 King William Street
London
EC4R 9AS

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PART IV

STATISTICS OF THE PLACING AND OFFER

Number of Existing Ordinary Shares in issue as at 6 December 2012 (being the latest practicable date prior to the publication of this document)

Placing Price
Offer Price
Number of Placing Shares to be issued
Maximum number of Offer Shares to be issued
Acquisition Shares to be issued
Enlarged Share Capital
Gross proceeds of the Placing and Offer
ISIN of the Ordinary Shares
Estimated net proceeds of the Placing and Offer (assuming subscription in full of the Offer Shares)

EXCHANGE RATES

In this document, references to “pounds sterling”, “£”, “pence” and “p” are to the lawful currency of the United Kingdom and references to “€” are to the lawful currency of the member states of the eurozone.
PART V

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Date of this document 7 December 2012
Offer open 8 December 2012
Issue of VCT Placing Shares 8.00 a.m. on 18 December 2012
Latest time and date for applications under the Offer 1.00 p.m. on 18 December 2012
Results of Offer to be announced through a Regulatory Information Service 18 December 2012
Admission of Offer Shares and Placing Shares to AIM 8.00 a.m. on 19 December 2012
Crediting of CREST stock accounts in respect of the New Ordinary Shares 19 December 2012
Despatch of share certificates in respect of the New Ordinary Shares by 5 January 2013

If you have any questions relating to the completion and return of the Application Form, please telephone Capita Registrars between 9.00 a.m. and 5.00 p.m. (London time) Monday to Friday (except UK public holidays) on 0871 664 9271 from within the UK or +44 20 8639 3399 if calling from outside the UK. Calls to the helpline number cost 10 pence per minute (including VAT) plus your service provider’s network extras. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice in connection with the Offer nor give any financial, legal or tax advice.

All times are London times and each of the times and dates are subject to change.
1. **Overseas Shareholders**

This document does not constitute an offer to sell or the solicitation of an offer to buy Ordinary Shares in the United States, Canada, the Republic of Ireland, the Republic of South Africa, Australia or Japan or in any jurisdiction in which such offer or solicitation is unlawful.

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2. **Forward looking statements**

Certain statements contained in this document constitute “forward-looking statements” regarding the belief or current expectations of the Company, the Directors and other members of its senior management about the Company’s businesses and the transactions described in this document. Generally, words such as “may”, “could”, “will”, “should”, “expect”, “intend”, “estimate”, “anticipate”, “believe”, “plan”, “propose”, “seek”, “continue” or, in each case, their negative or other variations or similar or comparable expressions identify forward-looking statements.

These forward-looking statements are not guarantees of future performance. Rather, they are based on current views and assumptions and involve known and unknown risks, uncertainties and other factors, many of which are outside the control of the Company and are difficult to predict, that may cause actual results to differ materially from any future results or developments expressed or implied from the forward-looking statements. Such risks and uncertainties include the effects of continued or increasing volatility in international financial markets, economic conditions both internationally and in individual
markets in which the Company operates, and other factors affecting the level of the Company’s business activities and the costs and availability of future financing for its activities. Investors should specifically consider the factors identified in this document which could cause actual results to differ before making an investment decision. Undue reliance should not be placed or any forward looking statements.

Any forward-looking statement contained in this document based on past or current trends and/or activities of the Company should not be taken as a representation that such trends or activities will continue in the future. No statement in this document is intended to be a profit forecast or to imply that the earnings of the Company for the current year or future years will necessarily match or exceed the historical or published earnings of the Company.

These forward-looking statements are subject to the risk factors described in Part II (Risk Factors) of this document. Each forward-looking statement speaks only as of the date of the particular statement. Except as required by the AIM Rules, Prospectus Rules, the Disclosure and Transparency Rules, the London Stock Exchange or otherwise by law, the Company expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in the Company’s expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.
PART VII
INFORMATION ON THE COMPANY

1. Introduction
Since its formation in 1872, the Club has become one of the world’s most successful clubs, having won 54 League titles, 33 Scottish Cups, 27 League Cups and the European Cup Winners’ Cup in 1972. The Club’s loyal and sizeable supporter base, both in Scotland and around the world, enables the Club to boast one of the highest percentages of season ticket holders in the UK, with over 36,000 having been sold for the current season. Playing at the 50,987 seater Ibrox Stadium and benefitting from the world class 37 acre Murray Park training facility, the Club has been a dominant force in Scottish football for decades.

In 2010, the previous holding company of the Club, RFC 2012 plc, was issued with a tax bill and penalties. Unable to settle this bill, RFC 2012 plc was placed into administration and, following a CVA proposal being voted down, the business and assets of RFC 2012 plc were acquired by RFCL on 14 June 2012. On 19 November 2012, the Company was incorporated with the intention of acquiring the entire issued share capital of RFCL upon Admission in order to allow an investment in the Company to qualify for VCT and EIS tax relief. The Company has not carried out any trading activities since incorporation. Immediately prior to Admission, the Company will acquire the entire issued share capital of RFCL pursuant to the Share Exchange Agreement and will remain in place as the holding company of the Rangers Group. The Share Exchange Agreement is conditional in the Placing Agreement becoming unconditional in all respects save for Admission.

Having played in the SPL since its inception, the Club was voted out of the SPL in July 2012 and began preparing to rebuild from Division 3 of the SFL. With a settled squad, led by manager Ally McCoist, the Club has made a strong start to the 2012/13 season and the Directors are pursuing the Fundraising in order to provide the funds for a secure financial future, update and develop the Club’s facilities, capitalise on the Club’s global brand and enable the Club to enhance its playing squad when appropriate. The Directors are mindful of the history of the Club and also of the opportunities available to an institution with such a global appeal in the modern era and see Admission and the Fundraising as a key step in enabling these opportunities to be maximised.

2. Key Strengths and Opportunities
The Directors believe that the key factors that will contribute to the Company’s success include:

- **The Club’s supporters**
  With a substantial fanbase in Scotland and the UK, the Club is believed to have the highest fanbase of any Scottish football club. Last season, 1.04 million fans visited Ibrox and the Club enjoyed an average attendance of over 46,000 for league matches, the sixth highest in the UK. As well as being large in number, the fanbase of the Club remains fiercely loyal, demonstrated by the fact that over 36,000 season tickets were sold for the 2012/13 season, despite the Club currently playing in the lowest tier of Scottish professional football.

- **The Club’s stadium and facilities**
  Ibrox has been home to the Club since 1887, when the original Ibrox Park was located approximately 100 metres east of the current stadium position. The new Ibrox Park was constructed in 1899 and, in 1939, it housed a British record attendance of 118,567 fans for a match against Old Firm rivals, Celtic. Progressive extensions and redevelopments since then have produced a world class stadium with an all seated capacity of 50,987, making it the fifth largest club ground in the UK. Despite its modernisation, the ground retains the original Archibald Leitch designed grandstand with its Category B listed interior and famous red brick facade.
Over the years Ibrox has played host to numerous non-football related events and welcomed ruling monarchs, including George V, George VI and the present Queen Elizabeth II. The Club has hosted events as diverse as a political rally by Sir Winston Churchill to preaching by evangelist Billy Graham, as well as major music concerts. The Directors intend that Ibrox will continue to host non-football events and augment the footballing income of the Company.

In addition, the Club benefits from Murray Park, which was opened in July 2001 following a £14 million development. Situated on the outskirts of Glasgow, Murray Park includes six full size pitches, two half size pitches, a synthetic indoor pitch as well as state of the art gym and medical facilities. The Directors consider Murray Park to be a world class facility, which will assist in the Club's return to top flight football and in attracting top quality talent both domestically and internationally.

- **The Rangers brand**
  The Club has a strong brand, which is sustained through a worldwide network of around 600 supporters clubs stretching from Sydney to Los Angeles, with supporters maintaining a lifetime passion for the Club regardless of their geographical location. There are 416 registered supporters clubs worldwide, with over 17,500 members registered to purchase match tickets. There are 46 supporters clubs in North America alone and, with the Club encouraging supporters from an early age (the Club has over 43,000 registered supporters under the age of 18), the Directors expect the Rangers brand loyalty to remain strong in the future.

- **The Club’s capacity for commercial activities in addition to gate receipts**
  The Rangers Group has an advanced Customer Relationship Management system, enabling it to capitalise on its worldwide database of over 715,000 registered fans. With over 170,000 active email subscribers and nearly 165,000 active mobile numbers, the Directors believe that there is scope for the Company to utilise this database more efficiently. In addition, the RFCL Group and the Rangers Group benefit from significant retail operations and hospitality facilities, which the Directors expect to significantly enhance the financial performance of the Company. Further information on the RFCL Group’s and the Rangers Group’s commercial activities is described in more detail below.

- **The Club’s playing squad**
  Whilst, currently, the Club is in the Scottish Third Division, the Directors and the manager intend that the Club return to top league Scottish football and European football as soon as possible. As a result, the Club has maintained a strong squad, which the manager believes will be sufficient to secure promotion and also progress in cup competitions. Whilst the size and resulting cost base of the squad has been reduced, the Directors and manager are pleased with the performance of the squad so far in the current season.

- **Media opportunities**
  The Directors believe that the modern digital age presents significant opportunities for the Company. The Club’s official website, Rangers.co.uk is managed internally and averages over 800,000 monthly visits, with over 437,000 unique users per month, making it the highest ranking website in Scottish Football, the fifth highest in UK club football and 932nd in the UK Website Rank. In addition, the Club has over 280,000 Facebook followers, since going live in July 2011. Separately, the RFCL Group has negotiated the ability to broadcast matches overseas. Taking these things together, the Directors believe that the combination of the Club’s brand and modern media create significant financial opportunities for the Company, which have been underutilised in the past.

- **Ground development**
  The Directors have identified various opportunities to improve the experience at Ibrox for its fans and believes that this has the potential for generating additional revenue for the Company. These improvements include an upgrade of the Rangers Group’s ticket sales operations at Ibrox, as well as improving and enlarging the size of the Club shop to produce a more enjoyable experience for fans wanting to buy Club memorabilia. In addition, the Company believes that there is scope for improving amenities within the ground, including expanding the number of bar and food kiosks.


3. History

The Club, founded in 1872 and now in its 140th year, has been a dominant force in Scottish football since the professional game began. Until the 2012/13 football season, the Club has exclusively been a member of the top level of the Scottish football pyramid. Since inception, the Club’s honours include a record 54 League Championships, 33 Scottish Cup Final wins, 27 League Cup Final victories and a European Cup Winners’ Cup Final triumph. In addition, the Club has participated in European competition on numerous occasions with several successful tournaments in which leading European clubs have been beaten. The Club has notably participated in the Champions League 10 times since its inception in 1992, the most consistent representative of Scottish football at this level of competition.

The Club has played at Ibrox Stadium since 1899. The stadium has been upgraded several times with the last major upgrade being in the 1990s. Since Ibrox Stadium was turned into an all-seater stadium, it has regularly sold out its entire capacity of more than 50,000.

RFCL was incorporated on 29 May 2012 and acquired the assets of the Club from RFC 2012 plc on 14 June 2012 pursuant to an asset purchase agreement dated 14 June 2012 (the principal terms of which are summarised in paragraph 12.1.1 of Part XII of this document) (the “APA”). Under the APA RFCL bought the assets and business known and operating as “Rangers Football Club” but excluding the liabilities of RFC 2012 plc due to creditors (including any liability for sums owed by RFC 2012 plc to HMRC). However, further to an agreement between the SFA, SPL, SFL, RFC 2012 plc and the Company dated 27 July 2012 (the principal terms of which are summarised in paragraph 12.1.7 of Part XIII of this document (the “5 Way Agreement”), RFCL subsequently agreed to take responsibility for payment of all Scottish and other football creditors of RFC 2012 plc, which had not been settled by the administrators of RFC 2012 plc or by the SPL from monies held by SPL on behalf of RFC 2012 plc, as a condition of being granted SFA membership. RFCL has now settled such football creditors with the exception of Rapid Vienna, GAIS and Arsenal in relation to which the settlement terms are being finalised. Further details of these outstanding football creditors are set out in paragraph 3.3 of Part X. Subject to the Placing Agreement becoming unconditional in all respects save as to Admission, the Company will acquire the entire issued share capital of RFCL pursuant to the Share Exchange Agreement.

Following completion of the 5 Way Agreement it was confirmed by SFA, SPL and SFL that the Club would form part of Division 3 of the SFL. Despite being in the lowest division of SFL, the Club has sold over 36,000 season tickets for the current season.

4. Business overview and strategy

Football activities

Having been voted out of the SPL in July 2012, currently, the Club is competing in Division 3 of the SFL and reached the Quarter Final of the League Cup and is currently in the Fifth Round of the Scottish Cup. It is the intention of the Directors and the manager for the Club to return to top level football as soon as possible. The Club’s first-team squad is comprised of 27 players (two of whom are currently on loan), who are contracted for varying lengths of time with only one player above the age of 25 having a contract beyond May 2016.

Despite being in Division 3 of the SFL, the history, facilities and ambition of the Club are such that the Club remains a desirable destination for foreign and domestic players alike. This is particularly true of younger players who are attracted by an opportunity to establish themselves at the Club and develop their careers as the Club progresses through the divisions. The Club is unable to enter into contracts with players aged 18 and over until 1 January 2014, although the Club is able to re-sign players who are currently with the club and sign free agents from 1 September 2013. However, the Board is of the opinion that the current playing staff has the potential to achieve promotion from Division 3 of the SFL. Following 1 September 2013, the Club will also seek actively to enhance the playing staff in order to maximise the Club’s chances of a return to the Scottish Premier League for the 2015/16 season. Under the current league structure, 2015/16 would be the earliest that the Club could return to the Scottish Premier League, although these timescales could be accelerated should there be a restructuring of the Scottish Football League as described in paragraph 5 of this Part VII. Additionally, there is a possibility that, should the
Club win a domestic cup competition, the Club could qualify for the Europa League. However, currently, the Directors believe that the requirement for a three year trading history means this may be unlikely but would be reviewed by the Board in the event that the Club win a domestic cup competition.

The first team squad is managed by Ally McCoist, the former Rangers forward, who remains the Club’s all-time leading goal scorer. The Directors set the annual budget for football operations, including transfer and player wage budgets, within which the Manager must operate. Until such time as the Club is in top league football, its main competition will be the other football clubs against which it competes in its league.

The Club is unable to enter into contracts with players aged 18 and over until 1 January 2014, although the Club is able to re-sign players who are currently with the club and sign free agents from 1 September 2013. The Club will continue to monitor this situation and identify players who could enhance the squad at the relevant times. The Directors and the Manager expect the playing squad to be enhanced in future and anticipate that, in time, the first team squad will consist of 27 players, with a number being graduates from the Club’s Youth Academy.

Rangers’ Youth Academy is based at Murray Park and the Directors view the Academy as fundamental to the future success of the Club. The Academy consists of a variety of age groups, ranging from under 11s to under 17s. The Board also believes that there are significant long term financial benefits of first team members having graduated from the Academy. Currently, 13 members of the First Team squad are graduates from the Academy and the Directors and the Manager expect the successful performance of the Academy to continue.

**Stadium, facilities and hospitality**

Ibrox stadium is situated 2.5 miles south-west of Glasgow city centre and has been home to the Club since 1899. The all-seated 50,987 capacity stadium is owned by RFCL and houses a retail outlet, restaurants, function rooms and executive suites. On matchdays, the Club can accommodate and entertain up to 1,500 corporate clients and provides a variety of hospitality packages.

Under UEFA’s previous accreditation system, Ibrox was one of a small number of stadia to hold the maximum five star rating for its facilities and service, allowing it to host UEFA Champions League and Europa League finals. Hampden Park was the only other stadium in Scotland to hold this rating until the system was discontinued in 2006.

Ibrox Stadium has hosted a number of international matches, League and Scottish Cup Finals, as well as non-sporting events such as concerts by artists including Frank Sinatra, Elton John, Bon Jovi and Simple Minds. The Club will be the venue for the Rugby Sevens tournament at the 2014 Commonwealth Games.

The Directors continue to evaluate various development opportunities in the surrounding area and intend to use part of the proceeds of the Fundraising to pursue these. These developments include the purchase and redevelopment of Edmiston House to enable relocation of the Ibrox Megastore and to create a bar; the relocation of the ticket centre to the Ibrox Megastore’s current location and the purchase of Albion Car Park, all of which are anticipated to be completed within six months of Admission.

The Club and the playing squad benefit from state of the art training facilities at Murray Park. This remains a key attraction of the club and the Directors intend Murray Park to remain at the cutting edge of sporting excellence. Recent years have seen under-investment in the facility and the Directors intend for Murray Park to be enhanced following Admission.

**Retail and merchandising**

In August 2012 Rangers Retail Limited (“Rangers Retail”) was formed as a joint venture with major sports retailer SportsDirect.com with the aim of developing the Club’s retail, merchandising, apparel and product licensing business. Further details of the arrangement are summarised in paragraph 12.1.3 of Part XIII of this document. The partnership enables the Club to utilise the buying power and resources of SportsDirect.com while maintaining the majority stake holding in the joint venture. This new structure means RFCL shall own a majority stake in the Club’s retail operation enabling supporters to buy direct from the Club and in doing so continue to invest in its future.
In the final years of ownership by RFC 2012 plc, retail revenue was controlled by JJB, an arrangement which the Directors do not consider to have been successful. Prior to the JJB contract, RFC 2012 plc’s retail revenues were in excess of £20m and the Directors believe that this new venture will give the Group the opportunity to return again to comparable revenue levels.

In the future, the Directors intend the Rangers Retail portfolio to comprise a strategic portfolio of Rangers own branded stores including the Ibrox megastore, outlets in Northern Ireland and a new airport site. The Board anticipates that the above stores will be operational in the first half of 2013 and it will continue to review further opportunities following these. There will thereafter be an e-commerce strategy working in synergy with the Group’s retail strategy and distribution via SportsDirect.com’s 200 stores and wholesale distribution. The Directors believe that the opportunities in this area of the business are significant. As part of its media strategy, RFCL acquired the registered trade marks “Broxi Bear”, “Rangers”, “Rangers News”, “Rangers Travel”, “The Gers” and the current and previous Club emblems from RFC 2012 plc pursuant to the APA, (further details of which are summarised in paragraph 12 of Part XIII of this document.)

The Directors expect that the new structure will also provide the Group with the opportunity to secure a new kit manufacturer and associated sponsorship revenue.

Club media

The Group’s strategy is to broadcast video, both on and offline and via mobile, with the core aim of owning and controlling its own media rights across all markets and developing long-term media partnerships with leading media organisations and broadcasters and other sports rights owners. In the view of the Directors, football is becoming increasingly globalised and, whilst traditionally the Club has had to compete with Celtic, the competitive landscape is increasingly dominated by football clubs from other countries in Europe. In order to retain the Club’s fanbase, the Directors believe that the ability of the Company to exploit the media will be increasingly important. As part of this strategy, the Company has approved the appointment of a head of media who will start work with the Group on 1 January 2013.

The Directors expect that partnerships with broadcasters and technology providers across key geographies will be a key driver for success. The Directors expect that communication by digital media will become more central to the Club’s commercial strategy over the next five years. At the heart of this strategy is media – particularly video – and the development of services and partnerships that recognise and leverage the consumption of Rangers matches and player videos on the internet. In order to facilitate this, the Group intends to upgrade servers and media systems in time to stream away matches from January 2013. The ‘unofficial’ online audience for the Club is significant and the Group will develop this interest where possible with this audience providing an additional benefit for Rangers sponsors and advertising partners.

The Directors also recognise the need to develop the Group’s digital services base and intend to do so, not just by communicating to the fans abroad, but by layering digital services across the fan and sports interest base in the UK by offering relevant services around interest that are fully supported, where relevant, with social media tools and video. This will include a focus on youth football, football in the community and coaching.

The Club was a pioneer in 2009 when it became the first football club in the UK to launch a dedicated online TV station and then again in 2011 when Rangers was the first club to show an SPL game and Europa League qualifier live worldwide. The Board acknowledges that the development of media will continue to be fast-moving and dynamic and intend that a fuller strategy will be co-ordinated together with the new head of media in the first quarter of 2013.

Live games and match-day broadcasting

The Directors believe that the loss of the Club from the SPL had an impact on the value of the broadcasting rights for the SPL and, as a result, a new deal was structured by Sky and ESPN with the SPL, incorporating 15 live Rangers fixtures per season – 10 away and five home.

The RFCL Group has been working in partnership with the SFL to develop opportunities for the remaining live internet rights. As a result of this partnership, the RFCL Group and the Rangers Group will be broadcasting live games in the domestic market via its internet site, Rangers.co.uk.
To protect home gate revenues it has been agreed that live domestic coverage will feature Rangers away games only. The first test of this initiative, which involved a change in kick-off time to comply with UEFA regulations on TV black-out periods, took place on November 17 against East Stirlingshire.

Live away games will be built into Rangerstv.tv subscriber packages and these games will also be available on a Pay Per View basis with the expected full benefit to fall in season 2013/14.

The RFCL Group and the Rangers Group also have rights to broadcast games live in international markets on its TV internet service Rangerstv.tv. All Rangers games are broadcast to its overseas fan base and the RFCL Group and the Rangers Group have a partnership with the North American Rangers Supporters Association so that these live games can be viewed in commercial club premises.

All Rangers games are available for delayed viewing complying with any “hold-back” rules. Under the rights contained within the SFL, it is possible to broadcast the full delayed games immediately after the game where no other broadcaster hold-back rules apply. The Directors believe that this is an area for future development.

Highlights and clips
As part of the live match day service that the RFCL Group provides, the RFCL Group and the Rangers Group intend to provide goal clips and highlights as soon as possible after the game is finished across all platforms. These services will then be used to promote the broader TV services owned by the RFCL Group and the Rangers Group and payment for these services will be tested.

The SFL has non-exclusive rights to highlights and clips which means that they can be sold in the domestic and overseas markets. The RFCL Group and the Rangers Group will continue to work with the SFL and the rights holders, IMG, to develop programming blocks to sell on to domestic and overseas broadcasters.

Summary
The Directors recognise that the success of the Company will be closely related to the performance of the Club. The current player transfer restrictions imposed on the Group mean that the Club could be exposed to the adverse effects of injuries to players. In addition, the Board believes that continued employment of Ally McCoist as manager of the Club is likely to be material to the RFCL Group and the Rangers Group’s ongoing success. The Directors believe that the Company’s strategy of strengthening its portfolio of other interests, including media rights, property and retail, as described above, will mitigate against the Company’s reliance on the Club’s performance. The RFCL Group and the Rangers Group are not dependent on any customers or suppliers.

While, at face value, the value of the RFCL Group’s and the Rangers Group’s broadcasting rights is less than when the Club was in the SPL, the Directors believe that under the current model, the new initiatives being created by the RFCL Group and the Rangers Group with the SFL will ensure that turnover will grow in the seasons to follow as the RFCL Group and the Rangers Group establish their own distribution channels, create new rights packages and regain its status within Scottish and European football. In addition, improvements to the RFCL Group’s and the Rangers Group’s properties and retail operations are expected to generate substantial revenue streams going forward.

5. Summary of Scottish and European Football

Current structure
Football in Scotland is governed by the SFA and the professional league competitions are governed by the SPL and the SFL. The professional football pyramid is currently split into four divisions; the SPL and SFL Divisions One, Two and Three with promotion and relegation each year between adjacent divisions. The SPL contains 12 clubs and the other divisions each contain ten clubs who play each other four times a season, twice at each team’s home ground with the season running between August and May (inclusive). In addition, clubs enter into knockout cup competitions. In Scotland there are two primary cup competitions; the Scottish Cup and the Scottish League Cup, with teams from the higher divisions joining the competitions at a later stage. There is also a cup competition for SFL Divisions One, Two and Three. SPL are reviewing whether the SPL should be split into two divisions and the SFL are considering a proposal for one league body and three leagues of 16, 10 and 16 teams respectively, which would result
in the end of the SPL and the opportunity for colt teams to participate in the league. This structure could lead to an increase in teams in the SPL and in addition a realignment of teams and the division in which they play which could facilitate a faster return for the Club to the SPL than under the current structure.

Teams that are successful in the SPL and Scottish Cup competitions can qualify for UEFA European competitions; the Champions League, based on SPL performance and the Europa League based on either SPL or cup performances. These competitions are governed by UEFA, European footballs governing body, and are associated with levels of sponsorship and TV income that are typically much greater than available in domestic tournaments, particularly in the case of the Champions League. Until the Club progresses to the SPL, it would, subject to satisfying other qualifying criteria such as the three year trading history, only be able to participate in the Europa League based on success in the Scottish Cup.

**Scottish Football League competition**

The SFL is split into three divisions with ten teams in each division. The winner of each division is promoted to the division above with the winner of SFL division one being promoted to the SPL. There is also an end of season play-off competition allowing for the second bottom club in the first and second SFL divisions and the second, third and fourth placed clubs in the second and third SFL divisions to determine which further clubs are promoted and relegated. The prize monies for winning Division Three of SFL is currently a five figure sum.

**Scottish Premier League competition**

The SPL is the top division in Scottish domestic football. It has twelve member clubs and the SPL clubs compete with each other during the season. The league format is divided into two sections. The SPL splits in two after a first phase of thirty three matches, and from then on the two sets of six teams play each other to finalise their league placing. The top placed club in the SFL first division, subject to adhering to certain entry criteria, is promoted to the SPL and the bottom placed SPL club is relegated to the SFL. The top two placed clubs in the SPL will qualify to participate in the Champions League for the following season. Usually, depending on the winners of the Scottish Cup, at least the next two ranked clubs in the SPL, will qualify to participate in the Europa League.

**Scottish Cup competition descriptions**

The Scottish Cup

The Scottish Cup (currently called the William Hill Scottish Cup) is run by the SFA and is a national cup competition in Scottish football. It is a knockout competition with teams drawn at random to compete against each other. Entry is limited to the SPL and SFL clubs along with various non-SPL and SFL league winners. No SPL and SFL clubs compete in the first round. SPL clubs and SFL Division One and Two clubs are given a bye from competing in the second round. SPL and SFL Division One clubs who finished in the top four positions are also exempt from participating in the third round. The winners of the Scottish Cup qualify for the following season’s UEFA Europa League. If the winners of the Scottish Cup have already qualified for UEFA club competition, the cup runners-up are awarded the Europa League place. Clubs participating in the Scottish Cup receive a fixed fee for each round in which they participate with the winner and runner up of the Scottish Cup receiving a five figure prize money fee. In addition, each club that participates in the Scottish Cup participates in the distribution of television and radio fees.

Scottish League Cup

The Scottish League Cup (currently called the Scottish Communities League Cup) is a football cup competition for all SFL and SPL clubs. The competition is a straight knockout format with no replays. Teams who are in the current season of UEFA club competition are given a bye until the third round. There is seeding in place for the first three rounds of competition and then the competition becomes a random draw from the fourth round onwards. Clubs participating in the Scottish Communities League Cup receive a fixed fee for each round in which they participate with the winner and runner up of the Scottish Cup receiving a six figure prize money fee. In addition, each club that participates in the Scottish Communities League Cup participates in the distribution of television and radio fees.
The Scottish Football League Challenge Cup
The Cup (also known as the Ramsdens Cup) is contested by the SFL clubs in the first, second and third Divisions. First round is drawn on a regional basis and the following rounds in a random draw until two clubs qualify for the Final. There are no replayed matches and as such all are decided in one tie if necessary via extra time and penalties. Clubs participating in the Scottish Football League Challenge Cup receive a fixed fee for each round in which they participate with the winner and runner up of the Scottish Cup receiving a six figure prize money fee.

Champions League and Europa League
The amounts paid to participating clubs in both competitions are split between the fixed amounts for club performance as well as allocating bonuses based on the commercial value of the particular UEFA Member Association’s TV market contribution (i.e. how much national broadcasters pay for showing the rights in each country). In addition each club keeps all their gate receipts.

The fixed payments for the 2011/12 Champions League were €130,000 for each club knocked out in one of the three qualifying rounds, €200,000 for each domestic champion that fails to qualify for the group stage, €2.1 million for a club that reaches the play-off game before the group stage, €3.9 million for reaching the group stage, €550,000 for each group match played, €800,000 for a group win and €400,000 for a draw in the group stage, €3 million each for round of sixteen participants, €3.3 million for each quarter-finalists, €4.2 million for each semi-finalist, €9 million for the winner, and €5.6 million for the runner-up.

There is an additional variable amount that is dependent on the value of the clubs’ domestic TV markets. The ‘Market Pool’ monies are divided between the national clubs based on that club’s position in the previous season’s domestic championship and also on the basis of the number of matches they played in that season’s UEFA Champions League (from the group stage onwards).

The fixed payments for the 2011/12 Europa League were €90,000 per round for each club that played in one or more of the qualifying rounds, €90,000 for each club knocked out in the playoffs, €640,000 for each of the forty-eight clubs in the group stage, €60,000 for playing in each group match, €140,000 for a win and €70,000 for a draw in the group stage, €200,000 for each participant in the round of thirty-two, €300,000 for each club that reached the round of sixteen, €400,000 for each quarter-finalist, €700,000 for each semi-finalist, €3 million for the competition winners and €2 million for the runners-up.

In addition, each of the fifty-six clubs in the Europa League receive an amount linked to the value of its domestic TV market. This is distributed according to the number of national association clubs in the competition and how far the clubs progressed in the competition.

For the 2012/13 season of the Europa League group stage participation is worth €1.3 million, with group wins worth €200k and draws worth €100k. The overall group winners will receive €400k with payments of €200k, €350k, €450k and €1 million for each round reached thereafter. The eventual winners receive €5 million and the runners up €2.5 million.

Dual interests
The SFA, SFL and SPL all have rules prohibiting a person, club or company owning or being involved in more than one club. The SFA rules prohibit a person, club or company who, among other things, is either (i) a shareholder of a club, (ii) is involved in the administration of a club or (iii) has the power to influence the management or administration of a club from directly or indirectly (A) being a shareholder in another club, (B) being involved in the administration of another club or (C) having the power to influence the management or administration of another club.

Importantly, “club” is defined in the SFA rules as being any club in membership of an association in membership of UEFA and/or FIFA i.e. any club worldwide. The SFL rules are similar in nature though the definition of club is limited to the English Premier League, English Football League, the SPL, the SFL and the Irish Premier League. The SPL rules cite Scottish clubs have to comply with the SFA Dual Interest rules.
Therefore unless a person, club or a company who own shares in a Scottish club receives prior written consent from the SFA and/or SFL Board, an acquisition of shares in any other affiliated UEFA/FIFA club may be in breach of the SFA/SFL rules.

**Shareholder disclosure**

The SFA rules stipulate that the SFA can require full disclosure of the identity of all shareholders in football clubs and details of all beneficial interests.

**Recent and proposed changes to structure**

There has been significant press speculation regarding restructuring of Scottish football including potential tie-ups with other domestic leagues. The Board believes that the coming years may see some significant changes in the structure of Scottish football and that the RFCL Group and the Rangers Group are well positioned to benefit from these should they occur. However, the Board has no certainty that any changes will take place, nor the form that any restructuring might take.

Recent years have seen changes in the structure of European football. Since the creation of the Champions League in 1992 (replacing the European Cup), the tournament has been significantly expanded. In addition, the UEFA Cup and the Cup Winners’ Cup merged to create the UEFA Europa League. In 2009, UEFA approved a financial fair play ("FFP") concept, designed to promote the long term sustainability of Clubs. In May 2012, the Executive Committee approved the formation of a two-chamber Club Financial Control Body (CFCB) to oversee the application of the UEFA Club Licensing and Financial Fair Play regulations. The cornerstone of these regulations is a ‘break even requirement’ which will first apply to each club in UEFA competitions for the 2013/14 season having to comply with the various licensing criteria. The details of how to comply are set out in detail in the latest UEFA Club Licensing and Financial Fair Play Regulations 2012 edition.

The Directors believe that the FFP will benefit the Company as the Company’s aim is to avoid significant losses and is expected to be run as a profitable and self-sustaining organisation, thereby differentiating itself from many of the leading clubs in Europe, which are heavily reliant on ownership funding their costs. These developments are likely, in the view of the Directors, to lead to further, possibly large scale, reorganisations of European football, which will focus ever increasingly on underlying club profitability.

**6. Use of proceeds and effects of the proceeds**

The Company plans to use the money raised from the Placing to improve the infrastructure of the Club. In particular, the Directors have identified:

- upgrades to Ibrox Stadium (approximately £5.5 million);
- acquisition and development of land assets adjacent to the stadium (approximately £4.5 million);
- other identified projects which could result in additional revenue generating activities (approximately £3.0 million); and
- general working capital purposes.

In addition, should the Company receive funds from the Offer, the Directors have identified other potential investments that would go beyond the scope of the Group’s strategy in the next 12 months, but which could further enhance revenue opportunities.

In particular, the Directors have identified:

- further upgrades to Ibrox Stadium (approximately £3.5 million); and
- other identified projects which could result in additional revenue generating activities (approximately £2.0 million).

Additionally, cash could also be used to provide the Directors with additional flexibility to opportunistically consider appropriate investment opportunities as and when they arise.
Had the proceeds of the Placing and Offer been received on the last balance sheet date, being 31 August 2012, the effect on the balance sheet would have been an increase in cash and an increase in reserves. Had the proceeds been available to the RFCL Group during the period ended 31 August 2012 the effect would have been to increase interest receivable, thereby increasing earnings.

7. Current trading and outlook

Since the start of the 2012/13 season, the Rangers first team has competed in the Scottish Third Division and at the time of this document are top of the league, having lost only one match from their initial 11 league matches. In addition, the Rangers first team reached the Quarter Final of the Scottish League Cup, defeating Motherwell of the Scottish Premier League prior to their exit, and have reached the Fifth Round of the Scottish Cup.

The RFCL Group and the Rangers Group enjoy a world class stadium and training infrastructure and a loyal and passionate global fanbase, which provide a predictable income and the foundation for the RFCL Group and the Rangers Group. The Directors believe that digital media and the RFCL Group’s and the Rangers Group’s broadcasting arrangements enable the RFCL Group and the Rangers Group to capitalise on the Rangers brand better than has taken place before. This, coupled with the level of season ticket sales and attendances at Rangers’ matches since the start of the new season, gives the Directors confidence that the future of the RFCL Group and the Rangers Group is bright and encourages them as they seek to achieve their goal of securing Rangers as a leading club in world football.

The Company has also today entered into the Placing Agreement, pursuant to which Cenkos Securities has, as agent for the Company, conditionally arranged to place 24,242,857 Placing Shares at the Placing Price of 70 pence each with institutional investors. Cenkos Securities has received firm placing letters from placees in respect of the Placing Shares. The Placing Shares will represent approximately 42.0 per cent. of the Enlarged Share Capital and will raise approximately £17.0 million (approximately £15.0 million net of expenses). The Placing has not been underwritten by Cenkos. The Placing is conditional, inter-alia, upon Admission becoming effective and the Placing Agreement becoming unconditional by no later than 19 December 2012 or such later date as the Company and Cenkos Securities may agree, being no later than 18 January 2013.

8. Information relating to the Acquisition and the Placing and Offer

The Acquisition

Pursuant to the Share Exchange Agreement, the Company has agreed to acquire the entire issued share capital of RFCL. The Acquisition is conditional upon the Placing Agreement becoming unconditional in all respects save as to Admission and is expected to complete on 19 December 2012. The principal terms of the Share Exchange Agreement are summarised in paragraph 12.1.12 of Part XIII of this document. Following completion of the Acquisition, the Group will have a holding company structure as demonstrated in the below structure chart:
The Placing and Offer

The Company has entered into the Placing Agreement to raise £17.0 million by issuing the VCT Placing Shares and the General Placing Shares, representing in aggregate 42.0 per cent. of the share capital as enlarged by the Placing. The Placing Shares have been placed by Cenkos Securities, acting as agent for the Company. Cenkos Securities has received firm placing letters from placees in respect of the Placing Shares. The VCT Placing Shares will be issued to the relevant placees on 18 December 2012; one day ahead of Admission so that placees investing as part of the VCT Placing will be able to benefit from tax advantages pursuant to the VCT and EIS rules as governed by HMRC. Following the VCT Placing, the Company will remain a non-trading entity with a cash position reflecting the proceeds from the VCT Placing. However, on Admission, the Company will acquire the entire issued share capital of RFCL and shall issue the General Placing Shares which is expected to occur on 19 December 2012. Both the VCT Placing Shares and General Placing Shares will be admitted to trading an AIM on 19 December 2012. In addition up to 14,285,714 Offer Shares could be issued pursuant to the Offer. Admission in respect of the Offer Shares is expected to occur on 19 December 2012. The Offer Shares and the Placing Shares would represent 19.86 per cent. and 33.70 per cent. respectively of the Enlarged Share Capital assuming subscription in full for the Offer Shares.

Neither the Placing nor the Offer have been underwritten by Cenkos. Regardless of the level of uptake of the Offer, Admission is expected on 19 December 2012.

The principal terms of the Placing Agreement are summarised in paragraph 12.2.1 of Part XIII of this document and the principal terms of the Offer are summarised in Part VIII of this Document. The Placing and Offer Shares, when issued, will rank pari passu in all respects with the existing issued Ordinary Shares.

9. Board and management
Further information on the Board and management of the Company is in Part XII of this document

10. Dividend policy
The Company does not currently pay a dividend to shareholders but the Directors will monitor whether the payment of dividends would be appropriate on a semi-annual basis.

11. Debt
The Board is aware of the levels of debt held by RFC 2012 plc prior to its administration and believe that it is not prudent for football clubs to borrow significant sums of money. As such, the Board has no current intention to borrow funds.

12. Management Incentivisation
The Directors propose in due course to adopt an appropriate long term incentive scheme, which would be consistent with market practice and ABI guidelines, in which the Directors, senior managers and employees of the Rangers Group would be entitled to participate. Appropriate disclosures will be made via a regulatory news services as and when appropriate. Any grant of options pursuant to such incentive scheme would be subject to the approval of the Board and the remuneration committee and to any vesting conditions that the Board or the remuneration committee may seek to impose.

13. Shareholdings of Directors and Key Employees
On Admission, the Directors and Key Employees will be interested in an aggregate of 9,247,345 Ordinary Shares, representing 12.76 per cent. of the Enlarged Share Capital. Details of the Directors’ holdings of Ordinary Shares are set out in paragraph 4.2 of Part XII of this document.

The Locked In Shareholders, who, on Admission, are the holders of 9,247,345 Ordinary Shares in aggregate, representing 12.76 per cent. of the Enlarged Share Capital (assuming subscription in full of the Offer Shares), have undertaken to the Company and to Cenkos Securities not to dispose of any...
interests in Ordinary Shares (except in certain limited circumstances) for a period of 12 months from Admission. The Locked In Shareholders have entered into an orderly marketing agreement for a further six months thereafter to deal in their Ordinary Shares only with the prior consent of the Company’s broker. The Company and Cenkos Securities have entered into orderly market agreements with certain other Shareholders holding, upon Admission, 16,375,000 Ordinary Shares (representing 22.60 per cent. of the Enlarged Share Capital (assuming subscription in full of the Offer Shares) for a period of six months from Admission.

Further details of these arrangements, which are set out in the Placing Agreement and the Lock-In Agreements, are summarised in paragraph 12 of Part XIII.

14. Corporate Governance and the Board

The Board is acutely aware of the excesses which harmed the Club in the past and the Directors will adopt the highest standards of corporate governance. Many football clubs and small companies are run by dominant individuals who set the tone, strategy and spending plans by voluble opinion rather than empirical evidence. The Company has established a Board with a majority of non-executive directors. Should suitable candidates be identified, the Board will consider additional appointments in the future. A list of Directors is in Part III of this document.

Accordingly, as at the date of this document, the Company voluntarily complies with the provisions of the UK Corporate Governance Code as applicable to smaller listed companies (that is, companies below the FTSE 350). The members of the nomination committee, remuneration committee and audit committee are detailed in Part XII of this document.

At all times, the Company will have a balanced and experienced Board who will seek to eliminate conflicts of interest. The Board will meet monthly and other times as necessary. The Board will provide leadership, strategic oversight and a controlled environment to endeavour to deliver value to all shareholders and success to the Company.

The Chief Executive is responsible for the operations and for the development of strategic plans for consideration by the Board. The Finance Director is responsible for all financial matters and reporting them transparently and regularly to the Board, thus eliminating the risk of possible malpractices. The Chairman is responsible for the running of the Board and makes himself available for investor relations at any time.

The Board formally decides and approves:-

- strategic and annual profit plans;
- key public information releases; and
- levels of expenditure

The Chairman and independent directors are appointed for a three year term subject to re-election. The Board will form three committees, the Remuneration Committee, the Audit Committee and the Nomination Committee, further details of each of which is set out in Part XII of this document.

15. Admission to AIM and dealings in Ordinary Shares

Application will be made to the London Stock Exchange for the Enlarged Share Capital to be admitted to trading on AIM. It is expected that Admission will become effective and dealings for normal settlement will commence at 8.00 a.m. on 19 December 2012 (and in any event no later than 18 January 2013).

16. CREST

CREST is a paperless settlement procedure enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by a written instrument. The Articles permit the holding of Ordinary Shares under the CREST system. The Company’s Ordinary Shares will be admitted to CREST on the date of Admission.
Accordingly, settlement of transactions in the Ordinary Shares following Admission may take place within CREST if any Shareholder so wishes. However, CREST is a voluntary system and holders of Ordinary Shares who wish to receive and retain share certificates will be able to do so.

17. Risk factors
Prior to investing in the Ordinary Shares, prospective investors should consider, together with the other information contained in this document, the factors and risks attaching to an investment in the Company including, in particular, the factors set out in Part II of this document.

18. Taxation
Further information on United Kingdom taxation with regard to the Ordinary Shares is set out in paragraph 14 of Part XIII of this document. All information in relation to taxation in this document is intended only as a general guide to the current United Kingdom tax position. If you are in any doubt as to your own tax position, or are subject to tax in a jurisdiction other than the United Kingdom, you should consult your own independent professional adviser immediately.

19. The City Code
The Takeover Code is issued and administered by the Takeover Panel. The Company is subject to the Takeover Code and therefore all Shareholders are entitled to the protection afforded by it.

19.1 Mandatory bid
Under Rule 9 of the Takeover Code when (i) a person acquires an interest in shares which (taken together with shares in which he and persons acting in concert with him are interested) carry 30 per cent. or more of the voting rights of a company subject to the Takeover Code, or (ii) a person who, together with persons acting in concert with him, is interested in shares which in the aggregate carry not less than 30 per cent. and no more than 50 per cent. of the voting rights of a company subject to the Takeover Code, and such person, or any persons acting in concert with him, acquires an interest in any other shares which increases the percentage of the shares carrying voting rights in which he is interested, then in either case, that person together with the person acting in concert with him, is normally required to extend offers in cash, at the highest price paid by him (or any persons acting in concert with him) for shares in the company within the preceding 12 months, to the holders of any class of equity share capital whether voting or non-voting and also to the holders of any other class or transferable securities carrying voting rights.

19.2 Squeeze-out
Under the Act, an offeror which makes a takeover offer for the Company has the right to buy out minority Shareholders where it has acquired (or unconditionally contracted to acquire) not less than 90 per cent. in value of the shares to which the offer relates and not less than 90 per cent. of the voting rights in the Company. It would do so by sending a notice to the outstanding minority Shareholders telling them that it will compulsorily acquire their shares. Such notice must be sent within three months of the last day on which the offer can be accepted. The squeeze-out of the minority Shareholders can be completed at the end of six weeks from the date the notice has been given, following which the offeror can execute a transfer of the outstanding shares in its favour and pay the consideration to the Company, which would hold the consideration on trust for the outstanding minority Shareholders. The consideration offered to the outstanding minority Shareholders whose shares are compulsorily acquired under the Act must, in general, be the same as the consideration that was available under the takeover offer.

19.3 Sell-out
The Act also gives minority Shareholders a right to be bought out in certain circumstances by an offeror who has made a takeover offer for the Company, provided that at any time before the end of the period within which the offer can be accepted, the offeror has acquired (or unconditionally contracted to acquire) not less than 90 per cent. in value of the shares to which the offer relates and not less than 90 per cent. of the voting rights in the Company. A minority Shareholder can exercise
this right by a written communication to the offeror at any time until three months after the period within which the offer can be accepted. An offeror would be required to give the remaining Shareholders notice of their rights to be bought out within one month from the end of the period in which the offer can be accepted. The offeror may impose a time limit on the rights of the minority Shareholders to be bought out, but that period cannot end less than three months after the end of the acceptance period. If a Shareholder exercises his/her rights, the offeror is bound to acquire those shares on the terms of the offer or on such other terms as may be agreed.

20. **VCT Legislation**

The Company has received provisional clearance from HMRC that the Company should be a qualifying company for the purposes of the VCT legislation. HMRC has provisionally assured the Company that the New Ordinary Shares will be eligible shares for the purposes of section 285(3) of the Income Tax Act 2007 and that the Ordinary Shares held by VCTs will be “qualifying holdings” for the purposes of Chapter 4, Part 6, Income Tax Act 2007.

The clearance obtained relates only to the qualifying status of the Company and its shares and does not guarantee that any particular VCT will qualify for relief in respect of an acquisition of New Ordinary Shares. The conditions for relief are complex and depend not only upon the qualifying status of the Company but upon certain factors and characteristics of the VCT concerned. VCTs who believe they may qualify for VCT relief should consult their own tax advisers regarding this.

The Company cannot guarantee or undertake to conduct its business following Admission, in a way to ensure that the Company will continue to meet the requirements of Chapter 4, Part 6, Income Tax Act 2007. The tax legislation in respect of VCTs is found in Part 6 of the Income Tax Act 2007 and sections 151A and 151B of the Taxation of Capital Gains Act 1992.

Neither the Company nor its advisers give any warranties or undertakings that VCT relief will be available or that, if given, such relief will not be withdrawn. Investors considering making a qualifying VCT investment are recommended to seek their own professional advice in order that they may fully understand how the relief legislation may apply in their individual circumstances. Investors are also referred to the risk factors set out in Part II of this Document.

21. **EIS legislation**

The Company has also received provisional clearance from HMRC that the Company will be a “qualifying company” and the New Ordinary Shares will be eligible shares for the purposes of the enterprise investment scheme. Prospective investors who may be eligible for enterprise investment scheme relief are strongly recommended to consult their own professional advisers particularly on the conditions which must be satisfied to obtain such relief, the nature of the tax advantages which may be obtained, and the circumstances in which relief may be forfeited. The Company cannot guarantee or undertake to conduct its business following the Admission, in a way to ensure that the Company will continue to meet the requirements of Part 5, Income Tax Act 2007. Neither the Company nor its advisers give any warranties or undertakings that the EIS relief will be available or that, if given, such relief will not be withdrawn.

22. **Further information**

Your attention is also drawn to the remaining parts of this document which contain further information on the Company.
PART VIII
THE OFFER AND PLACING

Part A – Outline of Offer and Placing

1. The New Ordinary Shares

1.1 This section should be read in conjunction with the section entitled “Statistics of the Placing and Offer” in Part IV, “Expected timetable of Principal Events” in Part V, “Terms and Conditions of the Offer” in Part B of this Part VIII.

1.2 The New Ordinary Shares comprise the Offer Shares and the Placing Shares. All New Ordinary Shares sold pursuant to the Offer will be issued at the Offer Price which, being a price equal to the Placing Price payable for the Placing Shares.

1.3 Pursuant to the Placing and the Offer, it is expected that the Company will issue 38,528,571 New Ordinary Shares assuming subscription in full for the Offer Shares and that the maximum amount is raised pursuant to the Offer.

1.4 The actual number of Offer Shares to be issued by the Company in the Offer will only be determined at the time the Offer closes and could be lower than the maximum number set by the Company. Regardless of the amount raised pursuant to the Offer, the company intends to proceed with Admission. A number of factors will be considered in determining the basis of allocation, including the level and nature of demand for the New Ordinary Shares and the objective of encouraging the development of an orderly and liquid after market in New Ordinary Shares. Accordingly, the Company reserves the right to scale down such applications in individual circumstances as they consider appropriate.

1.5 The New Ordinary Shares will be issued credited as fully paid and will rank pari passu in all respects with the Existing Ordinary Shares, including the right to receive all dividends and other distributions thereafter declared, made or paid on the Enlarged Share Capital.

1.6 The Company expects to receive £27.0 million from the subscription for New Ordinary Shares, assuming subscription in full for the Offer Shares and that the maximum amount is raised pursuant to the Offer. Pursuant to the Placing Agreement, Cenkos Securities has agreed, subject to certain conditions, to use its reasonable endeavours to procure subscribers for the Placing Shares. Cenkos Securities has also expressly reserved the right in certain circumstances to determine at any time prior to Admission not to proceed with the Placing. If such right is exercised the Offer will not lapse and following the closing date of the Offer any monies received in respect of the Offer will be applied to issue New Ordinary Shares to the respective applicants. No part of the Offer is underwritten. Applications for Offer Shares shall be irrevocable. Further details of the Placing Agreement are set out in paragraph 12 of Part XIII of this document.

1.7 It is intended that the Company will issue the VCT Placing Shares at 8.00 a.m. on 18 December 2012 being one Business Day prior to Admission. The issue of the VCT Placing Shares shall not be conditional upon Admission. It is intended that the Company shall enter into the Share Exchange Agreement one Business Day prior to Admission and that completion shall be conditional upon the Placing Agreement becoming unconditional in all respects save as to Admission. Admission of the Ordinary Shares to trading on AIM is expected to take place and unconditional dealings in the Ordinary Shares are expected to commence at 8.00 a.m. on 19 December 2012. Immediately following Admission it is expected that 87.24 per cent. of the Ordinary Shares will be held in public hands, assuming subscription in full for the Offer Shares and that the maximum amount is raised pursuant to the Offer and the Placing.

1.8 Certain restrictions that apply to the distribution of this document and the Ordinary Shares in and outside of the United Kingdom are set out in paragraph 10 of Part VIII of this document.
2. The Placing

The Placing of 24,242,857 Placing Shares at the Placing Price of 70 pence each on behalf of the Company has been conditionally arranged by Cenkos Securities as agent for the Company with institutional investors. The Placing Shares will represent approximately 42.0 per cent. of the share capital as enlarged by the Placing and will raise approximately £17.0 million (approximately £15.0 million net of expenses). The Placing has not been underwritten by Cenkos. The Placing is conditional, inter-alia, upon Admission becoming effective and the Placing Agreement becoming unconditional by no later than 19 December 2012 or such later date as the Company and Cenkos Securities may agree, being no later than 18 January 2013.

3. The Offer

3.1 Qualifying Persons (as shall be determined in accordance with paragraph 3.5 below) are offered the opportunity to subscribe at the Offer Price for Offer Shares in the manner outlined in Part B of this Part VIII entitled “Terms and Conditions of the Offer”.

3.2 The terms and conditions of the Offer provide amongst other things that the minimum application is £500 (and thereafter multiples of £100 up to £1,000 and thereafter in multiples of £500 up to £4,000 and thereafter in multiples of £1,000) per investor with a maximum online application being £10,000 (due to the current anti-money laundering limit). Applications over this value should be made on a hard copy Application Form. Instructions regarding how investors may participate in the Offer are set out in paragraph 4.2 below under the heading “Application procedure for Offer”.

3.3 In the event that demand for the Offer Shares exceeds the maximum number of Offer Shares the Company will determine the basis of allocation of Offer Shares with preference being given to persons holding current season tickets, former season ticket holders, former debenture holders, minority shareholders of RFC 2012 plc and current employees of RFCL who submit a valid and complete Application Form, or online application.

3.4 In the event that demand for the Offer Shares is less than the maximum number of Offer Shares the Company will determine the basis of allocation of Offer Shares amongst those Qualifying Persons who have submitted valid and complete Application Forms.

3.5 The Directors have absolute discretion to determine whether an individual is a Qualifying Person. The allocation of Offer Shares will be decided at the absolute discretion of the Company in consultation with Capita after the closing date for applications. A number of factors will be considered in determining the bases of allocation of Offer Shares including the level and nature of demand for the Offer Shares. Accordingly Qualifying Persons who apply for Offer Shares may not receive all of the Offer Shares that they apply for.

3.6 No fractions of Offer Shares will be allocated and therefore allocations will be satisfied by the Company rounding down to the nearest whole Offer Share. Refunds for the difference between the aggregate Offer Price of the Offer Shares applied for and the Offer Shares allocated by the Company will be paid to any relevant Qualifying Persons.

3.7 No multiple applications by Qualifying Persons are permitted.

4. Application procedure for Offer

4.1 This section should be read in conjunction with the terms and conditions set out in Part B of this Part VIII “Terms and Conditions of the Offer”.

4.2 Qualifying Persons who wish to apply for Offer Shares should follow the instructions on the website at www.rangersshareoffers.com or contact Capita on the helpline number 0871 664 9271 from within the UK or +44 20 8639 3399 if calling from outside the UK. Calls to the helpline number cost 10 pence per minute (including VAT) plus your service provider’s network extras. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline...
cannot provide advice in connection with the Offer nor give any financial, legal or tax advice. Qualifying Persons who wish to invest will be required to submit an online Application Form or a hard copy Application Form and submit payment for the total amount they wish to invest. Please note that neither the Company nor Capita nor Cenkos Securities are able to comment on the merits of the Offer or to provide any financial, investment or taxation advice and/or such queries should be directed to your own independent financial adviser authorised under FSMA.

4.3 Qualifying Persons will receive confirmation of their allocations (including notification in the event their applications have been scaled back) on or around the seventh Business Day after the date of Admission together with share certificates or a statement of the number of Ordinary Shares held in CREST.

The latest time for receipt of completed Application Forms and payments under the offer is 1.00 p.m. on 18 December 2012. Applications for Offer Shares must be based on the monetary amount which applicants wish to invest in Offer Shares rather than the number of Offer Shares for which an applicant wishes to subscribe. An Application Form for Offer Shares is not a negotiable document or a document of title and cannot be traded.

Part B – Terms and conditions of the Offer

This Part B contains the terms and conditions of application in the Offer, pursuant to which terms, Qualifying Persons may apply to buy Offer Shares.

1. Introduction

1.1 For the purpose of these terms and conditions only, references to “you” are to the Qualifying Person applying to purchase Offer Shares using an online or hard copy Application Form.

1.2 If you apply for Offer Shares you will be agreeing with the Company, Cenkos Securities and Capita to the terms and conditions set out below.

2. Offer to purchase New Ordinary Shares

2.1 The Offer is made by the Company. Qualifying Persons must apply for Offer Shares on an online Application Form or by completion of a hard copy Application Form. Online Application Forms may be made through the website at www.rangersshareoffer.com. Hard copy Application Forms are available from Capita and from the Club’s ticket office. By completing and delivering an online Application Form or a hard copy Application Form, you, as the applicant and, if you complete an online Application Form or hard copy Application Form on behalf of somebody else, such person:

a) offer to acquire at the Offer Price the maximum number of Offer Shares rounded down to the nearest whole Ordinary Share that may be applied for with the amounts that you have specified in your Application Form as the amount which you wish to invest (or any smaller number of offer shares in respect of which your application to acquire Offer Shares is accepted) (provided that your application must be for a minimum of £500 in value of Offer Shares and if an online Application Form is completed your application shall not exceed £10,000). Your application is subject to the provisions of this document, these terms and conditions, the terms of the Application Form, any supplementary prospectus and the memorandum and articles of association of the Company;

b) agree that by completing an online Application Form or signing a hard copy Application Form you acknowledge you have read and understood, and agree to be bound by, the terms and conditions of the Offer. By completing the “CREST Participant ID” and “Member Account” boxes in section 1 of a hard copy Application Form you agree to the issue to you of any Offer Shares allocated to you in uncertificated form. By not completing the “CREST Participant ID” and “Member Account” boxes in section 1 of a hard copy Application Form, or by completing an online Application Form, you agree to the issue to you of any Offer Shares allocated to you in certificated form;
c) authorise Capita to (i) send to you on behalf the Company a share certificate if the Offer Shares are to be held in certificated form or shall take all action necessary to arrange for your account in CREST to be credited with the allocated Offer Shares and shall take all actions necessary to place your name on the register of members of the Company; (i) send to you a sterling cheque crossed “account payee” for any monies returnable (without interest) to you (if any) or your cheque or bankers draft in each case by post at your own risk or in the case of online Application Forms arrange a credit to the account from which your application payment was made;

d) agree there is no minimum allocation of Offer Shares and that, in the event your application is scaled back, you may not receive the full value of Offer Shares that you applied for;

e) in consideration of the Company agreeing that they will not, prior to the date of Admission (or such later date as the Company and Cenkos Securities may agree) sell to any person or assist in the sale to any person of any of the Offer Shares other than by means of the procedures set out in this document, you:

(i) agree that subject to any statutory rights of withdrawal, your application may not be revoked or withdrawn unless Admission has not taken place on or prior to 18 January 2013;

(ii) undertake to pay the Offer Price for the Offer Shares (payable in full on application) in respect of and to the extent of which your application is accepted by the Company;

(iii) you agree that the allocation of Offer Shares, pursuant to a completed Application Form is conditional upon receipt by Capita of satisfactory evidence of identity and receipt of payment in cleared funds for the Offer Shares.

(iv) warrant that, in the case of applications being made in hard copy form, your cheque or bankers draft, or in the case of online applications, your secure online payment made through the online application, accompanying your Application Form will be honoured on first presentation and agree that, if such remittance is not so honoured notwithstanding that you may have been allocated Offer Shares by the Company you will not be entitled to receive a share certificate if your Offer Shares are to be issued in registered form or to have your account in CREST credited with the Offer Shares if you requested the Offer Shares to be held in uncertificated form and you shall not enjoy or receive any rights, dividend, distribution or other payment in respect of any such Offer Shares unless and until you make payment in cleared funds in respect of such Offer Shares and such payment is accepted by Capita (which acceptance shall be in its absolute discretion and on the basis that you indemnify the Capita and the Company against all costs, damages, losses, expenses and liabilities arising out of or in connection with the failure of your remittance to be honoured on first presentation) and that at any time prior to unconditional acceptance by Capita of such late payment Capita may (on behalf the Company and without prejudice to any other rights) terminate the agreement (if any) to allocate such Offer Shares to you without liability to you and may reallocate the Offer Shares to some other person, in which case you will not be entitled to any refund or payment in respect of such Offer Shares (other than the refund to you of any proceeds or remittance accompanying the Application Form at your own risk, without interest). In the event of termination, you will pay Capita (on behalf of itself and the Company) on demand such amount as may be certified by Capita or on its behalf as being necessary to compensate Capita and the Company for any losses, costs and expenses incurred or expected to be incurred as a result of the remittance not being honoured on first presentation or as a result of termination of the agreement. Any decision by Capita to accept payment shall be without prejudice to the decision of the Company to accept the whole or any part of your application as described in paragraph 2.2 below;

(v) agree on request by the Company or Capita to disclose promptly and writing such information as the Company or Capita may request in connection with your application and authorise the Company and Capita to disclose any information relating to your application which may consider appropriate;
(vi) agree that any share certificate in respect of any Offer Shares to which you may become entitled and any monies which may become returnable to you may be retained pending clearance of your remittance, investigation of any suspected breach of these terms and conditions and any verification of identity which is or which either the Company or Capita considers may be required for the purposes of the Money Laundering Regulations 2007 and any interest accruing on any such retained monies shall accrue to and for the benefit of the Company;

(vii) agree that if evidence of identity satisfactory to the Company or Capita is not provided to the Company or Capita on before 1.00 p.m. on 18 December 2012 or such later date as the Company may agree) the Company or Capita may terminate the contracted share allocation with you and in such case the Offer Shares which would otherwise have been allocated to you will be reallocated as soon as is reasonably practicable (and for which purpose you hereby irrevocably authorise the Company or any person appointed by it for this purpose if necessary to execute on their behalf any instrument of transfer which may be necessary to effect such reallocation) and, as soon as is reasonably practicable after such reallocation, your application monies (or, if less, an amount equal to the application monies net of all expenses of the reallocation and/or any amount retained by the Company or Capita as compensation for breach of contract) will be returned to the bank or other account on which the cheque or other remittance accompanying the application was drawn and you agree that in such event you will have no claim against the Company or Capita or any of their respective officers, agents or employees in respect of the balance of your application monies if any, retained by the Company or Capita for any loss arising from the price, the timing or the manner of such reallocation or otherwise in connection therewith;

(viii) agree that your Application Form is addressed to Capita and the Company;

(ix) agree that you are not applying on behalf of a person engaged in, or whom you know or have reason to believe is engaged in, money-laundering;

(x) undertake to ensure that in the case of an application signed by someone else on your behalf the original of the relevant power of attorney or other appropriate authority (or a complete copy certified by a solicitor or notary) is enclosed with your Application Form;

(xi) agree that any future communications sent by the Company to you in your capacity as a shareholder of the Company will be in the English language;

(xii) agree that the Company reserves the right to alter any arrangements in connection with the Offer (including the timetable and terms and conditions of application);

(xiv) agree that the Company has absolute discretion in determining whether or not you are eligible to participate in the Offer, whether or not you qualify as a Qualifying Person and the number of Offer Shares to be allocated to each Qualifying Person; and

(xiii) agree that the contract arising from acceptance of all or part of your application under the Offer will be or be deemed to be entered into by you, the Company and Capita on these terms and conditions and that any changes, additions or alterations made to the Application Form will have no effect.

2.2 Payments in connection with hard copy Application Forms must be made by cheque or bankers draft in pounds sterling drawn on a branch in the United Kingdom of a bank or building society which is either a member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which has arranged for its cheques or bankers drafts to be cleared through the facilities provided for members of any of these companies. Such cheques or bankers drafts must bear the appropriate sort code in the top right hand corner. Cheques should be made payable to Capita Registrars Limited a/c Rangers. Third party cheques will not be accepted with the exception
of building society cheques or bankers drafts where the building society or bank has confirmed the name of the account holder by stamping and endorsing the cheque/bankers draft to such effect. The account name should be the same as that shown on the Application Form.

2.3 Payment by CHAPS, BACS or electronic transfer will not be accepted in relation to hard copy applications. Payments in relation to online applications will be collected online through a secure payment method only.

2.4 If your Application Form is not completed correctly, is amended, is received late or the accompanying cheque or bankers draft is for the wrong amount or if your Application Form is not accompanied by a power of attorney or other authority (or a copy certified by a solicitor or notary) where required, it is liable to be rejected. In these circumstances, the Company’s or Capita’s decision as to whether to reject or treat your application as invalid shall be final and binding on you. Neither the Company nor Capita nor any of their respective officers, agents or employees will accept liability for any such decision and no claim may be made against any such persons in respect of your non receipt of Offer Shares for any loss resulting from such non receipt.

2.5 Any application may be rejected in whole or in part by the Company in its absolute discretion.

2.6 The Company and Capita reserve the right to treat as valid any application not complying fully with these terms and conditions or not in all respects completed or sent in accordance with the instructions accompanying the Application Form. The Company and Capita reserve the right to waive in whole or in part any of the provisions of these terms and conditions either generally or in respect of one or more applications. In these circumstances the decision of the Company as to whether to treat the application as valid and how to construe, amend or complete it shall be final. You will not however be treated as having offered to invest a higher amount than is indicated in the Application Form.

3. **Acceptance of your Application**

Your application may (at the absolute discretion of Capita acting on behalf of the Company) be accepted in full or in part and accordingly the amount you have offered to invest may be scaled down. The Company will endeavour to satisfy valid applications in full but this is subject to the overall level of demand for Offer Shares and the Company and Capita reserve the right to scale down such applications in individual circumstances as they in their absolute discretion consider appropriate. In the event that applications for Offer Shares are scaled back by the Company, the allocation policy may favour those persons who are currently holders of season tickets, former season ticket holders, former debenture holders of RFC 2012 plc, minority shareholders of RFC 2012 plc and current employees of RFCL. Subject as aforesaid, the bases of allocation of applications will be determined by the Company in consultation with Capita.

4. **Conditions**

4.1 Your contract to subscribe for Offer Shares of the Company will be conditional upon (i) receipt by Capita of cleared funds in respect of the Offer Shares and satisfactory evidence of identity; and (ii) Admission becoming effective on or before 19 December 2012 (or such later date as may be agreed by the parties to the Placing Agreement but not later than 18 January 2013).

4.2 You will not be entitled to exercise any remedy of rescission for innocent misrepresentation (including pre-contractual representations) at any time after acceptance. This does not affect any other rights you may have.

5. **Return of application monies**

5.1 If any application is invalid or not accepted or if any contract created by acceptance does not become unconditional or if any application is accepted for an amount lower than that offered, subject as hereinafter provided, the application monies or the balance of the amount paid on application (as the case may be) will be returned without interest:
in the case of applications being made in hard copy form, by cheque crossed “account payee” in favour of the relevant payee by post at your own risk; or

(b) in the case of online applications, a credit to the account from which your application payment was made, but Capita reserves the right to issue cheques on the same basis as for those applications made in hard copy form; and

(c) in any case, by not later than 1 February 2013.

5.2 Prior to that time, application monies will be retained by Capita in an account designated for the purposes of the Offer and any interest accrued on the application monies will be retained by, and for the benefit of, the Company. The cheque and/or banker’s draft accompanying your application or secure online payment may be presented on receipt and before acceptance of your application, or application monies transferred pursuant to a bank transfer order or through internet banking (as the case may be and in accordance with the relevant Application Form) may be received before acceptance of your application but these will not constitute acceptance of your application, either in whole or in part. The proceeds of this presentation or transfer will be held pending acceptance and, if your application is accepted and the conditions of paragraph 4 above are satisfied, will be applied in discharging the total amount due for the Offer Shares you have been allocated.

5.3 Share certificates and surplus application monies (if any) may be retained pending clearance of your cheque and/or banker’s draft (where applicable). The right is also reserved to reject any application in respect of which your cheque, banker’s draft or secure online payment, as the case may be, has not been cleared on first presentation and, in any event, by 1.00 p.m. on 18 December 2012. The Company may require you to pay interest or other resulting costs (or both) if the cheque or banker’s draft accompanying your application is not honoured on first presentation. Amounts of less than the Offer Price of one Offer Share will be retained by the Company. Sums refunded will in all cases be paid in pounds sterling.

6. Applications
The allocation of Offer Shares will be at the absolute discretion of the Company. However, the Company will endeavour to prioritise applications from current season ticket holders, former season ticket holders of RFC 2012 plc, minority shareholders of RFC 2012 plc, former debenture holders with RFC 2012 plc; and persons having a current employment contract with RFCL. The Company has absolute discretion to decide in any individual case whether the conditions of eligibility have been satisfied. To participate in the Offer, you must apply on an Application Form.

7. No multiple applications
7.1 Only one application may be made for the benefit of any person for Offer Shares. An application may not be made using funds provided by another person under an arrangement whereby any Offer Shares allocated to the applicant or all or substantially all of the value of such Offer Shares are to be transferred to that person. Any application which breaches either of these rules is a “multiple application”. Multiple applications and suspected multiple applications are liable to be rejected.

7.2 The information supplied in, or in connection with, your application may also be disclosed to regulatory bodies and the police for compiling lists of, and otherwise taking action in respect of, suspected multiple or other fraudulent applications.

8. Warranties
By completing and submitting an Application Form, you:

8.1 warrant that you are a resident of the UK and that you are not (and are not acting on behalf of) a person resident in the United States, Australia, Canada, the Republic of South Africa, the Republic of Ireland or Japan and you are not applying with a view to the re-offer or delivery of such Offer Shares directly or indirectly into such jurisdictions and for at least 40 calendar days from Admission you undertake not to sell or otherwise transfer any Offer Shares allotted to you to residents of any such jurisdictions;
8.2 warrant that if you sign a hard copy Application Form or complete an online application on behalf of somebody else or a corporation, you have the authority to do so and that such other person will be bound accordingly and will be deemed also to have given the confirmations, warranties and undertakings contained in these terms and conditions and undertake to enclose your power of attorney or other appropriate authority (or a complete copy thereof duly certified by a solicitor or notary);

8.3 confirm that, in making an application, neither you nor any person on whose behalf you are applying are relying on any information or representation in relation to the Company, other than as is contained in this document and any supplementary prospectus and you agree that none of the Capita, the Directors, the Company or any person acting on behalf of them or any person responsible solely or jointly for this document and/or any supplementary prospectus or any part of any of them, shall have any liability for any such information or representation (excluding for fraudulent representation);

8.4 agree that, having had the opportunity to obtain and read this document and any supplementary prospectus, you will be deemed to have noted all information and representations concerning any member of the Rangers Group;

8.5 acknowledge that no person is authorised in connection with the Offer to give any information or make any representation other than as contained in this document and/or any supplementary prospectus and, if given or made, any information or representation must not be relied upon as having been authorised by the Company or any other person;

8.6 confirm that you have reviewed the restrictions contained in paragraph 10 (Overseas Investors) below and warrant, to the extent relevant, that you (and any person on whose behalf you apply) comply or have complied with the provisions of paragraph 10 below;

8.7 agree that all documents in connection with the Offer and any returned monies will be sent at your risk and may be sent by post to you at your address set out in the relevant Application Form or, in the case of online applications, a credit to the account from which your application payment was made, but Capita reserves the right to issue cheques on the same basis as for those applications made in hard copy form;

8.8 warrant and undertake that you are not applying as, or as nominee or agent of, a person who is or may be a person mentioned in any of sections 67, 70, 93 or 96 of the Finance Act 1986 (concerning depositary receipts and clearance services); and

8.9 agree that any material downloaded in relation to the Offer is done at your own risk and that you will be solely responsible for any damage or loss of data that results from the download of any material.

9. Money Laundering

9.1 You agree that in order to ensure compliance with the Money Laundering Regulations 2007, Capita may, at its absolute discretion, require verification of identity from any person lodging an Application Form who either (i) tenders payment by way of banker’s draft or cheque drawn on, or by way of telegraphic transfer or similar electronic means from, an account in the name of another person or persons or (ii) appears to that Capita to be acting on behalf of some other person. In the former case, verification of identity of the applicant may be required. In the latter case, verification of identity of any persons on whose behalf the applicant appears to be acting may be required. Failure to provide the necessary evidence of identity may result in application(s) being rejected or delays in the despatch of documents.

9.2 Without prejudice to the generality of paragraph 9.1 above, verification of the identity of applicants may be required if the value of the Offer Shares applied for under the Offer, whether in one or more applications (if permissible), exceeds £10,000. If, in such circumstances, you use a building society cheque or banker’s draft you should ensure that the building society or bank enters the name, address and account number of the person whose account is being debited on the reverse of
the cheque or banker’s draft and adds its stamp. If, in such circumstances, you use a cheque drawn by a third party you should write the name and address of the person named in the Application Form on the back of the cheque and record the date of birth of that person, you may also be requested to provide a copy of the applicant’s passport or driving licence certified by a solicitor or notary or a recent original bank or building society statement or utility bill in the applicant’s name and showing his current address (which originals will be returned by post at the applicant’s risk).

9.3 If you are making the application as agent for one or more persons, you should indicate in the relevant Application Form whether you are a UK or EU regulated person or institution and specify your status.

10. Overseas Investors
No person receiving a copy of this document and/or an Application Form in any territory outside the UK may treat an Application Form as constituting an invitation or offer to him nor should he in any event use such Application Form. No documents relating to the Offer have been submitted to the clearance procedures of any authorities, other than those of the UK. Any application made in the Offer by or on behalf of a person outside of the UK will be rejected.

11. Miscellaneous
11.1 To the extent permitted by law, any liability for representations, warranties and conditions, express or implied and whether statutory or otherwise, (including, without limitation, pre-contractual representations but excluding any fraudulent misrepresentations) are expressly excluded in relation to the Offer Shares and the Offer, by the Company and Capita.

11.2 Save where otherwise stated or where the context requires otherwise, terms used in these terms and conditions are as defined in this document (as supplemented by any supplementary prospectus issued by the Company in relation to the Offer).

11.3 The rights and remedies of the Company and Capita under these terms and conditions are in addition to any rights and remedies which would otherwise be available to any of them and the exercise or partial exercise of any one will not prevent the exercise of others or full exercise.

11.4 The Company reserves the right to delay the closing time of the Offer from 1.00 p.m. on 18 December 2012. In this event, the revised closing time will be published in such manner as the Company in its absolute discretion determines subject and having regard to the requirements of the FSA, in its capacity as UK Listing Authority.

11.5 The Company may terminate the Offer in its absolute discretion at any time prior to Admission. If such right is exercised, the Offer will lapse and any monies received in respect of your application will be returned to you without interest.

11.6 In the event that a supplementary prospectus is published by the Company, pursuant to section 87G of FSMA you will have at least two clear Business Days within which you may withdraw your application to buy Offer Shares in the Offer. If you do not notify the Company of your intention to withdraw within the stipulated period, your application to buy Offer Shares in the Offer will remain valid and binding upon you.

11.7 You agree that all applications, acceptances of applications and contracts resulting from them under the Offer shall be exclusively governed by and construed in accordance with English law and that you irrevocably submit to the exclusive jurisdiction of the English courts and agree that nothing shall limit the right of Capita or the Company to bring any action, suit or proceedings arising out of or in connection with any such application, acceptances or contracts in any other manner permitted by law or in any court of competent jurisdiction.
11.8 You authorise Capita and the Company, on your behalf, to make any appropriate returns to HM Revenue & Customs in relation to stamp duty or SDRT (if any) on any contract arising on acceptance of your application and in relation to stamp duty or SDRT (if any) payable on any transfer of Offer Shares as a result of such contract.

11.9 You authorise the Company and Capita or their agents to do all things necessary to effect registration into your name of any Offer Shares acquired by you and authorise any representative of Capita or the Company to execute and/or complete any document of title required therefore.

11.10 Only persons applying for Offer Shares under the Offer may rely on the information and representations contained in this document and any supplementary prospectus and, to the extent permitted by law, any liability for this document and any supplementary prospectus to any other person is hereby excluded by the Company and any person responsible solely or jointly for is document and any supplementary prospectus or any part of any such document.

11.11 All correspondence, documents and any remittances sent or delivered to or by you or on your behalf will be sent or delivered at your own risk.

11.12 The dates and times referred to in these terms and conditions may be altered by the Company in its absolute discretion.
PART IX

HISTORICAL FINANCIAL INFORMATION

The accounts have been prepared for the RFCL Group as this will form the operating business of the Group following Admission and the Acquisition, pursuant to which shareholders in RFCL will receive one Ordinary Share for each ordinary share held in RFCL.

Deloitte LLP
2 Hardman Street
Manchester
M60 2AT

The Board of Directors
on behalf of Rangers International Football Club plc
Ibrox Stadium
150 Edmiston Drive
Glasgow
G51 2XD

Cenkos Securities plc
6.7.8 Tokenhouse Yard
London
EC2R 7AS

7 December 2012
Dear Sirs

Rangers International Football Club plc (the “Company”)
We report on the financial information of The Rangers Football Club Limited and its subsidiaries (together the “RFCL Group”) for the period from incorporation to 31 August 2012 set out in this Part IX of the prospectus dated 7 December 2012 of the Company (the “Prospectus”). This financial information has been prepared for inclusion in the Prospectus on the basis of the accounting policies set out in paragraph 1 of note 2 to the financial information. This report is required by Annex I item 20.1 of Commission Regulation (EC) No 809/2004 (the “Prospectus Directive Regulation”) and is given for the purpose of complying with that requirement and for no other purpose.

Responsibilities
The Directors of RFCL are responsible for preparing the financial information in accordance with International Financial Reporting Standards as adopted by the European Union.

It is our responsibility to form an opinion on the financial information and to report our opinion to you.

Save for any responsibility arising under Prospectus Rule 5.5.3R(2)(f) to any person as and to the extent there provided, to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in connection with this report or our statement, required by and given solely for the purposes of complying with Annex I item 23.1 of the Prospectus Directive Regulation, consenting to its inclusion in the Prospectus.

Basis of opinion
We conducted our work in accordance with Standards for Investment Reporting issued by the Auditing Practices Board in the United Kingdom. Our work included an assessment of evidence relevant to the amounts and disclosures in the financial information. It also included an assessment of significant
estimates and judgments made by those responsible for the preparation of the financial information and whether the accounting policies are appropriate to the entity’s circumstances, consistently applied and adequately disclosed.

We planned and performed our work so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to give reasonable assurance that the financial information is free from material misstatement whether caused by fraud or other irregularity or error.

Our work has not been carried out in accordance with auditing or other standards and practices generally accepted in jurisdictions outside the United Kingdom, including the United States of America, and accordingly should not be relied upon as if it had been carried out in accordance with those standards and practices.

**Opinion on financial information**

In our opinion, the financial information gives, for the purposes of the Prospectus, a true and fair view of the state of affairs of the RFCL Group as at 31 August 2012 and of its profits, cash flows and changes in equity for the period since incorporation to 31 August 2012 in accordance with International Financial Reporting Standards as adopted by the European Union.

**Declaration**

For the purposes of Prospectus Rule 5.5.3R(2)(f), we are responsible for this report as part of the Prospectus and declare that we have taken all reasonable care to ensure that the information contained in this report is, to the best of our knowledge, in accordance with the facts and contains no omission likely to affect its import. This declaration is included in the Prospectus in compliance with Annex I item 1.2 of the Prospectus Directive Regulation.

Yours faithfully

Deloitte LLP
Chartered Accountants

Deloitte LLP is a limited liability partnership registered in England and Wales with registered number OC303675 and its registered office at 2 New Street Square, London EC4A 3BZ, United Kingdom. Deloitte LLP is the United Kingdom member firm of Deloitte Touche Tohmatsu Limited (“DTTL”), a UK private company limited by guarantee, whose member firms are legally separate and independent entities. Please see www.deloitte.co.uk/about for a detailed description of the legal structure of DTTL and its member firms.

**Member of Deloitte Touche Tohmatsu Limited**
Consolidated Income Statement
For the 3 month period from incorporation to 31 August 2012

<table>
<thead>
<tr>
<th>Note</th>
<th>Description</th>
<th>£’000</th>
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</thead>
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<tr>
<td>3</td>
<td>Revenue</td>
<td>1,711</td>
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<tr>
<td>4</td>
<td>Operating expenses</td>
<td>(5,487)</td>
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<tr>
<td></td>
<td>Loss from operations before player trading</td>
<td>(3,776)</td>
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<tr>
<td>13</td>
<td>Amortisation of players registrations</td>
<td>(172)</td>
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<tr>
<td>12</td>
<td>Profit on disposal of player registrations</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Non-recurring items</td>
<td>17,056</td>
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<tr>
<td>13</td>
<td>Profit from operations</td>
<td>13,120</td>
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<tr>
<td>8</td>
<td>Finance costs</td>
<td>(173)</td>
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<tr>
<td>10</td>
<td>Profit on ordinary activities before taxation</td>
<td>12,947</td>
</tr>
<tr>
<td>13</td>
<td>Taxation</td>
<td>937</td>
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<tr>
<td>9</td>
<td>Profit for the period</td>
<td>13,884</td>
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<td></td>
<td>Basic earnings per ordinary share</td>
<td>77p</td>
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Consolidated statement of comprehensive income
For the 3 month period from incorporation to 31 August 2012

<table>
<thead>
<tr>
<th>3 month period to 31 August 2012</th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notes</td>
<td></td>
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<tr>
<td>Profit for the period</td>
<td>13,884</td>
</tr>
<tr>
<td>Gains on property revaluation</td>
<td>12</td>
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<tr>
<td>Deferred tax relating to components of other comprehensive income</td>
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<tr>
<td>Other comprehensive income for the period</td>
<td></td>
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<tr>
<td>Total comprehensive income for the period</td>
<td></td>
</tr>
</tbody>
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50
Consolidated Balance Sheet  
As at 31 August 2012  

<table>
<thead>
<tr>
<th>Notes</th>
<th>Non-current assets</th>
<th>£’000</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Property, plant and equipment</td>
<td>43,456</td>
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<tr>
<td>13</td>
<td>Intangible assets</td>
<td>20,009</td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>63,465</strong></td>
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<table>
<thead>
<tr>
<th>Notes</th>
<th>Current assets</th>
<th>£’000</th>
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<tbody>
<tr>
<td>15</td>
<td>Trade and other receivables</td>
<td>6,263</td>
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<tr>
<td>16</td>
<td>Cash and bank balances</td>
<td>4,186</td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>10,449</strong></td>
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<table>
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<tr>
<th>Non-current liabilities</th>
<th>£’000</th>
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<tbody>
<tr>
<td>17</td>
<td>Trade and other payables</td>
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<tr>
<td>18</td>
<td>Obligations under finance leases</td>
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<tr>
<td>19</td>
<td>Deferred income</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Net current liabilities</th>
<th>£’000</th>
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<tr>
<td></td>
<td><strong>(6,499)</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Non-current liabilities</th>
<th>£’000</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Trade and other payables</td>
</tr>
<tr>
<td>18</td>
<td>Obligations under finance leases</td>
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<tr>
<td>20</td>
<td>Deferred tax liability</td>
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<tr>
<td></td>
<td><strong>Total</strong></td>
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<table>
<thead>
<tr>
<th>Total liabilities</th>
<th>£’000</th>
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<tr>
<td></td>
<td><strong>26,140</strong></td>
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<table>
<thead>
<tr>
<th>Equity</th>
<th>£’000</th>
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<tr>
<td>21</td>
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<td>22</td>
<td>Share premium account</td>
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<tr>
<td>23</td>
<td>Revaluation reserve</td>
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<tr>
<td>24</td>
<td>Retained earnings</td>
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<tr>
<td></td>
<td><strong>Equity attributable to equity holders of the parent</strong></td>
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</table>
Consolidated statement of changes in equity
For the 3 month period from incorporation to 31 August 2012
Attributable to equity holders of the parent

<table>
<thead>
<tr>
<th>Share capital £’000</th>
<th>Share premium £’000</th>
<th>Retained earnings £’000</th>
<th>Revaluation reserve £’000</th>
<th>Total £’000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equity shareholders’ funds at incorporation</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Share capital issued</td>
<td>253</td>
<td>7,466</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Profit for the period</td>
<td>—</td>
<td>—</td>
<td>13,884</td>
<td>—</td>
</tr>
<tr>
<td>Revaluation movement</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>33,988</td>
</tr>
<tr>
<td>Deferred tax liability relating to components of other comprehensive income</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(7,817)</td>
</tr>
<tr>
<td>Equity shareholders’ funds at 31 August 2012</td>
<td>253</td>
<td>7,466</td>
<td>13,884</td>
<td>26,171</td>
</tr>
</tbody>
</table>
## Consolidated statement of cash flows

For the 3 month period from incorporation to 31 August 2012

<table>
<thead>
<tr>
<th>Notes</th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash generated from operations</strong></td>
<td>25</td>
</tr>
</tbody>
</table>

### Cash flows from investing activities:

<table>
<thead>
<tr>
<th>Description</th>
<th>Notes</th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase of trade and assets</td>
<td>11</td>
<td>(6,750)</td>
</tr>
<tr>
<td>Purchase of intangible fixed assets</td>
<td></td>
<td>(689)</td>
</tr>
<tr>
<td>Purchase of property, plant and equipment</td>
<td></td>
<td>(1,567)</td>
</tr>
<tr>
<td>Proceeds from sale of intangible fixed assets</td>
<td></td>
<td>356</td>
</tr>
<tr>
<td>Repayment of RFC 2012 plc Football debt</td>
<td></td>
<td>(740)</td>
</tr>
<tr>
<td>Interest paid</td>
<td></td>
<td>(171)</td>
</tr>
</tbody>
</table>

**Net cash used in investing activities**

<table>
<thead>
<tr>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>(9,561)</td>
</tr>
</tbody>
</table>

### Financing activities

<table>
<thead>
<tr>
<th>Description</th>
<th>Notes</th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lease finance advances</td>
<td></td>
<td>1,567</td>
</tr>
<tr>
<td>Repayment of lease finance</td>
<td></td>
<td>(28)</td>
</tr>
<tr>
<td>Proceeds from issue of shares</td>
<td></td>
<td>7,719</td>
</tr>
<tr>
<td>Loans received</td>
<td></td>
<td>1,815</td>
</tr>
<tr>
<td>Loans repaid</td>
<td></td>
<td>(1,815)</td>
</tr>
</tbody>
</table>

**Net cash from financing activities**

<table>
<thead>
<tr>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>9,258</td>
</tr>
</tbody>
</table>

**Net increase in cash and cash equivalents**

<table>
<thead>
<tr>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,186</td>
</tr>
</tbody>
</table>

Cash and cash equivalents at the beginning of the period

<table>
<thead>
<tr>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>—</td>
</tr>
</tbody>
</table>

Cash and cash equivalents at the end of the period

<table>
<thead>
<tr>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,186</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,186</td>
</tr>
</tbody>
</table>
Accounting policies and critical accounting judgments

The following accounting policies have been applied consistently by the Directors in the period from incorporation to 31 August 2012 in dealing with items which are considered material in relation to the Group’s Historical Financial Information.

1. General Information

The Rangers Football Club Limited (“RFCL” and, together with its subsidiaries, the “RFCL Group”) is a Company incorporated in Scotland under the Act. The address of the registered office is Ibrox Stadium, Glasgow, G51 2XD. The nature of the Company’s operations is that of a football club.

The Historical Financial Information is presented in pounds sterling because that is the currency of the primary economic environment in which the Group operates. All activities of the Group are performed in the United Kingdom.

2. Significant Accounting Policies

Basis of accounting

This Historical Financial Information has been prepared in accordance with International Financial Reporting Standards (IFRSs), as adopted by the European Union.

Other than the RFCL Group’s property which has been revalued, the Historical Financial Information has been prepared on the historical cost basis. Historical cost is generally based on the fair value of the consideration given in exchange for the assets. The principle accounting policies adopted are set out below.

Going concern

The Directors have, at the time of approving the Historical Financial Information, a reasonable expectation that RFCL and the RFCL Group have adequate resources to continue in operational existence for the foreseeable future. This includes the period from the date of this Historical Financial Information to the commencement of trading and the anticipated admission of the RFCL Group’s shares on AIM, including the receipt of the proceeds for the placing. Thus they continue to adopt the going concern basis of accounting in preparing the Historical Financial Information.

Basis of consolidation

The RFCL Group’s Historical Information incorporates the historical financial information of The Rangers Football Club Limited and entities controlled by the Company (its subsidiaries) for the accounting period from incorporation on 29 May 2012 until 31 August 2012. Control is achieved where the Company has the power to govern the financial and operating policies of an investee entity so as to obtain benefit from its activities.

The results of subsidiaries acquired during the period are included in the consolidated income statement from the effective date of acquisition. All intra-group transactions, balances, income and expenses are eliminated on consolidation.

Business combinations

Acquisitions of subsidiaries and businesses are accounted for using the acquisition method. The consideration for each acquisition is measured at the aggregate of the fair values (at the date of exchange) of assets given, liabilities incurred or assumed, and equity instruments issued by the RFCL Group in exchange for control of the acquiree. Acquisition-related costs are recognised in profit or loss as incurred.

The acquiree’s identifiable assets, liabilities and contingent liabilities that meet the conditions for recognition under IFRS 3(2008) are recognised at their fair value at the acquisition date, except that:

- deferred tax assets or liabilities and liabilities or assets related to employee benefit arrangements are recognised and measured in accordance with IAS 12 Income Taxes and IAS 19 Employee Benefits respectively;
Accounting policies and critical accounting judgments (continued)

Business combinations (continued)

- liabilities or equity instruments related to the replacement by the RFCL Group of an acquiree’s share-based payment awards are measured in accordance with IFRS 2 Share-based Payment; and
- assets (or disposal groups) that are classified as held for sale in accordance with IFRS 5 Non-current Assets Held for Sale and Discontinued Operations are measured in accordance with that Standard.

Goodwill

Goodwill arising in a business combination is recognised as an asset at the date that control is acquired (the acquisition date). Goodwill is measured as the excess of the sum of the consideration transferred, the amount of any non-controlling interest in the acquiree and the fair value of the acquirer’s previously held equity interest (if any) in the entity over the net of the acquisition-date amounts of the identifiable assets acquired and the liabilities assumed.

If, after reassessment, the RFCL Group’s interest in the fair value of the acquiree’s identifiable net assets exceeds the sum of the consideration transferred, the amount of any non-controlling interest in the acquiree and the fair value of the acquirer’s previously held equity interest in the acquiree (if any), the excess is recognised immediately in the consolidated income statement as a release of negative goodwill.

Revenue recognition

Revenue is measured at the fair value of the consideration received or receivable and represents amounts receivable in the normal course of business, net of discounts, VAT and other sales-related tax.

Merchandising revenue is recognised when goods are delivered and title has passed.

Gate receipts and other match day revenue are recognised as the games are played. Prize money in respect of cup competitions is recognised when received. Sponsorship and similar commercial income is recognised over the duration of the respective contracts. The fixed element of broadcasting revenues is recognised over the duration of the football season whilst facility fees received for live coverage or highlights are taken when earned. Merit awards are accounted for only when known at the end of the football season.

Capital grants

Capital grants relate to amounts receivable from public bodies and football authorities and are treated as deferred income and released to the income statement over the estimated useful life of the asset concerned.

Foreign exchange

Transactions denominated in foreign currencies are translated into Sterling and recorded at the rates of exchange ruling at the date of the transactions. Monetary assets and liabilities denominated in a foreign currency are translated into Sterling at the exchange rates ruling on the balance sheet dates. Translation differences are dealt with in the income statement.

Player costs and transactions

(a) Initial capitalisation

The costs associated with the acquisition of player registrations, including agents’ fees, are capitalised as intangible fixed assets.

Any intangible assets acquired on deferred terms are recorded at the fair value at the date of acquisition. The fair value represents the net present value of the costs of acquiring player registrations.

(b) Amortisation

These costs are fully amortised on a straight-line basis over their useful economic lives, in equal annual instalments over the period of the respective contracts. Where a contract life is renegotiated, the unamortised costs, together with the new costs relating to the contract extension, are amortised over the term of the new contract.
(c) Contingent consideration

Under the conditions of certain transfer agreements, further fees will be payable to the vendors in the event of the players concerned making a certain number of First Team appearances or on the occurrence of certain other specified future events. Liabilities in respect of these additional transfers are accounted for, as provisions and the costs capitalised, when it becomes probable that the number of appearances will be achieved or the specified future events will occur.

(d) Impairment

The RFCL Group will perform an impairment review on the intangible assets if events or changes in circumstances indicate that the carrying amount of the player may not be recoverable. The RFCL Group compares the carrying amount of the asset with its recoverable amount.

The RFCL Group does not consider that it is possible to determine the value in use of an individual football player in isolation as that player (unless via a sale or insurance recovery) cannot generate cash flows on his own. Furthermore, the RFCL Group also considers that all of the players are unable to generate cash flows even when considered together. Accordingly the RFCL Group considers the smallest cash-generating unit to contain all the other First Team players, Ibrox Stadium and the training facilities.

The RFCL Group calculates the value in use of this cash-generating unit by discounting estimated expected future cash flows (being the pre-player trading cash flows generated by the RFCL Group’s existing operations and any future capital expenditure on the ground and First Team squad). The RFCL Group compares this with its assessment of the fair value less costs to sell off all of the First Team players and the higher of these two numbers is deemed to be the recoverable amount.

In certain rare instances there may be an individual player whom the RFCL Group does not consider to be part of the First Team squad and who will therefore not contribute to the future cash flows earned by the cash-generating unit. This is normally due to a permanent career-threatening injury/condition or due to a serious and permanent fall out with the RFCL Group’s senior football management and Directors which, as a consequence, means the RFCL Group consider it highly unlikely he will ever play for the First Team again. In this situation, the carrying value of the player is removed from the carrying value of players assessed as part of the cash-generating unit referred to above and instead this player will be assessed for impairment in isolation by considering his carrying value with the Group’s best estimate of his fair value less costs to sell. The RFCL Group estimates this using one of the following sources:

- in the case of a player who has permanently fallen out with the RFCL Group’s senior football management and Directors, either the agreed selling price in the event the player has been transferred subsequent to the year end; or
- if there have not been any bids for the player, management’s best estimation of the disposal proceeds (less costs) of the player on an arm’s length basis. This is determined by the RFCL Group’s senior football management in conjunction with the Directors who will use the outcome of recent player disposals (by both the RFCL Group and other football clubs) as a basis for their estimation. Any costs to sell, such as agency costs are deducted from the fair value; or, in the case of a player who has suffered a career-threatening injury/condition, the value attributed to the player by the RFCL Group’s insurers.

(e) Disposals

Profits or losses on the disposal of these registrations represent the fair value of the consideration receivable, net of any transaction costs, less the unamortised cost of the original registration.

(f) Remuneration

Remuneration of players is charged in accordance with the terms of the applicable contractual agreements and any discretionary bonus when there is a legal or contractual obligation.
Accounting policies and critical accounting judgments (continued)

Player costs and transactions (continued)

(f) Remuneration (continued)

Liabilities in respect of player loyalty fees are provided for, as part of operating expenses, when payment becomes probable as the player is contracted to the Club and the loyalty fee is payable prior to the next transfer window at the date the accounts are signed.

(g) Signing on fee

Signing-on fees are charged as incurred to the profit and loss account. Where a player’s registration is transferred any signing-on fees payable in respect of future periods are charged against the profit/loss on disposal of player registrations in the period in which the disposal is recognised.

Finance costs

Finance costs of borrowings are recognised in the income statement using the effective interest method. The effective interest rate is the rate that exactly discounts estimated future cash flows through the expected life of the borrowing.

In accordance with IAS 39 ‘Financial Instruments: recognition and measurement’, any non-current assets acquired on deferred terms are recorded at the discounted present value at the date of acquisition. The associated payable is then increased to the settlement value over the period of deferral, with this value being charged as a notional finance cost through the income statement.

Similarly any intangible asset disposed of on deferred terms will be initially recorded at the discounted present value of future receipts and the receivable is then increased to the settlement value over the period of deferral with this value being charged as notional finance income through the income statement.

In respect of intangible asset acquisitions, the differing rate at which the finance cost and amortisation are recognised in the income statement produces a deferred tax credit. In respect of intangible asset disposals, the finance income recognised produces a deferred tax asset. The adjustments are stated net of deferred tax.

Taxation

The tax expense represents the sum of the tax currently payable and deferred tax.

The tax currently payable is based on taxable profit for the period. Taxable profits differ from net profit as reported in the income statement because they exclude items of income or expense that are taxable or deductible in other years and they further exclude items that are never taxable or deductible. The RFCL Group’s liability for current tax is calculated using tax rates that have been substantively enacted by the balance sheet date.

Deferred tax is the tax expected to be payable on the differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit and is accounted for using the balance sheet liability method. Deferred tax liabilities are generally recognised for all taxable temporary differences and deferred tax assets are recognised to the extent that it is probable that taxable profits will be available against which deductible temporary differences can be utilised. Deferred tax is charged or credited in the income statement.

Brand intangible assets

The RFCL Group only carry brand intangible assets on the Consolidated Balance Sheet date that have been acquired. Acquired brands are carried at cost on the Consolidated Balance Sheet. Subject to an impairment review, no amortisation is charged on those brand intangible assets which the Board believes have an indefinite life.

The RFCL Group carries out an impairment review on the brand intangible assets, at least annually, or when a change in circumstances or situation indicates that those assets have suffered an impairment loss. Impairment is measured by comparing the carrying amount of an intangible asset with the ‘recoverable amount’ that is the higher of its fair value less costs to sell and its ‘value in use’. ‘Value in use’ is calculated by discounting the expected future cash flows, using a discount rate based on an estimate of the rate that the market would expect on an investment of comparable risk.
Accounting policies and critical accounting judgments (continued)

Property, plant and equipment

Land and buildings held for use in the production or supply of goods or services, or for administrative purposes, are stated in the balance sheet at their revalued amounts, being the fair value at the date of revaluation, less any subsequent accumulated depreciation and subsequent accumulated impairment losses. Revaluations are performed with sufficient regularity such that the carrying amount does not differ materially from that which would be determined using fair values at the balance sheet date.

Any revaluation increase arising on the revaluation of such land and buildings is credited to the properties revaluation reserve, except to the extent that it reverses a revaluation decrease for the same asset previously recognised as an expense, in which case the increase is credited to the income statement to the extent of the decrease previously expensed. A decrease in carrying amount arising on the revaluation of such land and buildings is charged as an expense to the extent that it exceeds the balance, if any, held in the properties revaluation reserve relating to a previous revaluation of that asset.

Depreciation on revalued buildings is charged to income. On the subsequent sale or scrappage of a revalued property, the attributable revaluation surplus remaining in the properties revaluation reserve is transferred directly to retained earnings.

Freehold land is not depreciated. Leasehold property is amortised over the term of the lease. Other fixed assets are depreciated on a straight-line basis at annual rates appropriate to their estimated useful lives as follows:

<table>
<thead>
<tr>
<th>Asset Type</th>
<th>Depreciation Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freehold properties</td>
<td>1% – 1.33%</td>
</tr>
<tr>
<td>Motor vehicles</td>
<td>20%</td>
</tr>
<tr>
<td>General plant and equipment</td>
<td>10% – 33%</td>
</tr>
</tbody>
</table>

The RFCL Group capitalises costs in relation to an asset when economic benefit from the asset is considered probable. Assets under the course of construction are carried at cost and include professional fees. Depreciation commences when the assets are ready for their intended use.

Debt

Debt is stated initially at the amount of the net proceeds after deduction of issue costs. The carrying amount is increased by the finance cost in respect of the accounting period and reduced by payments made in the accounting period.

Leases

Rental costs under operating leases are charged to the income statement in equal annual amounts over the periods of the leases.

Pension costs

Payments are made to the external defined contribution pension schemes of eligible employees of the RFCL Group. The pension cost charged in the year represents contributions payable by the RFCL Group to these schemes.

Segmental accounting

IFRS 8 requires operating segments to be identified on the basis of internal reports about components of the RFCL Group that are regularly reviewed by the Chairman to allocate resources to the segments and to assess their performance. In contrast, the predecessor Standard (IAS 14 ‘Segment Reporting’) required the RFCL Group to identify two sets of segments (business and geographical), using a risks and rewards approach, with the RFCL Group’s system of internal financial reporting to key management personnel serving only as the starting point for the identification of such segments.

The Directors have concluded that in the period since incorporation to 31 August 2012 the RFCL Group has only operated in one segment, therefore no operating segment note has been prepared.
Accounting policies and critical accounting judgments (continued)

Critical accounting judgments and estimates
In the application of the RFCL Group’s accounting policies, which are described earlier in this note, the Directors are required to make judgments, estimates and assumptions about the carrying value of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant. Actual results may differ from these estimates.

The principal balances in the financial statements where changes in estimates and assumptions may have a material impact are:

Going concern
Going concern is a critical judgement; refer to page 51.

Contingent liabilities
Current liabilities contain contingent bonuses payable to Directors, players and clubs and are based on the best information available to management at the balance sheet date. However, the future costs assumed are inevitably only estimates, which may differ from those ultimately incurred.

Recoverable amount of non-current assets
All non-current assets, including property, plant and equipment and intangible assets, are reviewed for potential impairment using estimates of the future economic benefits attributable to them. Such estimates involve assumptions in relation to future ticket income, media and sponsorship revenue and on pitch performance. Any estimates of future economic benefits made in relation to non-current assets may differ from the benefits that ultimately arise, and materially affect, the recoverable value of the asset.

3. Revenue

<table>
<thead>
<tr>
<th>3 month period</th>
<th>to 31 August</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>£’000</td>
</tr>
<tr>
<td>Gate receipts and hospitality</td>
<td>1,267</td>
</tr>
<tr>
<td>Sponsorship and advertising</td>
<td>75</td>
</tr>
<tr>
<td>Broadcasting rights</td>
<td>26</td>
</tr>
<tr>
<td>Commercial</td>
<td>168</td>
</tr>
<tr>
<td>Other operating income</td>
<td>175</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,711</strong></td>
</tr>
</tbody>
</table>

In the opinion of the Directors all business is related to one activity and as such no segmental disclosures have been provided. Revenue is derived entirely in the United Kingdom and is shown exclusive of VAT.

4. Operating Expenses

<table>
<thead>
<tr>
<th>3 month period</th>
<th>to 31 August</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>£’000</td>
</tr>
<tr>
<td>Staff costs (Note 7)</td>
<td>3,508</td>
</tr>
<tr>
<td>Other operating charges</td>
<td>1,920</td>
</tr>
<tr>
<td>Hire of plant and machinery</td>
<td>40</td>
</tr>
<tr>
<td>Depreciation of property, plant and equipment (Note 12)</td>
<td>69</td>
</tr>
<tr>
<td>Revenue grants</td>
<td>(59)</td>
</tr>
<tr>
<td>Auditor’s remuneration</td>
<td>9</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5,487</strong></td>
</tr>
</tbody>
</table>
Accounting policies and critical accounting judgments (continued)

5. Profit for the period

The profit for the period is stated after charging/(crediting) the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (‘000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-recurring items (Note 6)</td>
<td>(17,056)</td>
</tr>
<tr>
<td>Amortisation of player registrations (Note 13)</td>
<td>172</td>
</tr>
<tr>
<td>Gain on disposal of player registrations</td>
<td>(12)</td>
</tr>
<tr>
<td>Fees payable to the RFCL Group’s auditor for the audit of the RFCL Group’s accounts</td>
<td>9</td>
</tr>
<tr>
<td>Total audit fees</td>
<td>9</td>
</tr>
</tbody>
</table>

6. Non-Recurring Items

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (‘000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repayment of RFC 2012 plc football debt</td>
<td>2,800</td>
</tr>
<tr>
<td>Release of negative goodwill to income (Note 11)</td>
<td>(20,465)</td>
</tr>
<tr>
<td>Acquisition expenses</td>
<td>609</td>
</tr>
<tr>
<td>Total</td>
<td>(17,056)</td>
</tr>
</tbody>
</table>

The repayment of RFC 2012 plc football debts relates to football club creditors of RFC 2012 plc that have been taken on by the RFCL Group.

The release of negative goodwill relates to negative goodwill arising from the purchase of the trade and assets as set out in note 11.

Acquisition expenses relate to one off costs paid on acquisition of the trade and assets on 14 June 2012 from RFC 2012 plc.

7. Staff Numbers and Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (‘000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages and salaries</td>
<td>3,077</td>
</tr>
<tr>
<td>Social security costs</td>
<td>377</td>
</tr>
<tr>
<td>Other pension costs</td>
<td>54</td>
</tr>
<tr>
<td>Total</td>
<td>3,508</td>
</tr>
</tbody>
</table>
Accounting policies and critical accounting judgments (continued)

7. Staff Numbers and Costs (continued)

The average monthly number of full time employees (including executive Directors) was made up as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Football players</td>
<td>45</td>
</tr>
<tr>
<td>Others</td>
<td>131</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>176</td>
</tr>
</tbody>
</table>

In addition, the Group employed an average of 62 part-time employees during the period.

8. Finance Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest on loans</td>
<td>152</td>
</tr>
<tr>
<td>Interest payable on lease finance agreements</td>
<td>21</td>
</tr>
<tr>
<td><strong>Total interest charged to profit and loss account</strong></td>
<td>173</td>
</tr>
</tbody>
</table>

9. Earning per Ordinary Share

Earnings per ordinary share has been calculated as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earnings for the purpose of basic earnings per share, being profit for the period</td>
<td>13,884</td>
</tr>
<tr>
<td>Weighted average number of shares for the purpose of basic earnings per share</td>
<td>18,116,000</td>
</tr>
<tr>
<td>Earnings per ordinary share</td>
<td>77p</td>
</tr>
</tbody>
</table>

10. Taxation

<table>
<thead>
<tr>
<th>Description</th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current tax charge</td>
<td>—</td>
</tr>
<tr>
<td>Deferred tax credit</td>
<td>(937)</td>
</tr>
<tr>
<td>Tax on items charged to other comprehensive income</td>
<td>7,817</td>
</tr>
<tr>
<td>Profit before taxation</td>
<td>12,947</td>
</tr>
<tr>
<td>Tax at current rate of 24%</td>
<td>3,107</td>
</tr>
<tr>
<td>Income not taxable</td>
<td>(4,912)</td>
</tr>
<tr>
<td>Expenses not deductible</td>
<td>827</td>
</tr>
<tr>
<td>Effect of difference in deferred tax rate</td>
<td>41</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>(937)</td>
</tr>
</tbody>
</table>
11. Acquisition

On 14 June 2012 RFCL purchased the trade and assets of RFC 2012 plc, which was in administration. Under the sale and purchase agreement the total value of the assets was recorded as £5.5 million. Fair value adjustments have been made as per below.

<table>
<thead>
<tr>
<th>SP A value £’000</th>
<th>Other items</th>
<th>Fair value adjustment £’000</th>
<th>Fair value to Group £’000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Properties, plant and equipment:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stadium and training facility</td>
<td>1,500</td>
<td>—</td>
<td>5,000</td>
</tr>
<tr>
<td>Other properties, plant and equipment</td>
<td>1,250</td>
<td>—</td>
<td>220</td>
</tr>
<tr>
<td>Intangibles assets:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Player registrations</td>
<td>2,750</td>
<td>—</td>
<td>825</td>
</tr>
<tr>
<td>Brand</td>
<td>—</td>
<td>—</td>
<td>16,042</td>
</tr>
<tr>
<td>Liabilities:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of player disposals</td>
<td>—</td>
<td>—</td>
<td>(372)</td>
</tr>
<tr>
<td>Liability acquired</td>
<td>—</td>
<td>(1,200)</td>
<td>1,200</td>
</tr>
<tr>
<td></td>
<td>5,500</td>
<td>(1,200)</td>
<td>22,915</td>
</tr>
<tr>
<td>Negative goodwill</td>
<td></td>
<td></td>
<td>(20,465)</td>
</tr>
<tr>
<td>Total consideration</td>
<td></td>
<td></td>
<td>6,750</td>
</tr>
</tbody>
</table>

Satisfied by:

Cash | 5,500
Pre acquisition costs | 1,250
Total consideration transferred | 6,750

Details of the fair value adjustments are as follows:

(1) **Property plant and equipment**

The majority of the tangible fixed asset value relates to the Ibrox Stadium and training grounds. An alternative value in use approach has been used to value these assets on acquisition (14 June 2012). The valuation has been performed by DM Hall LLP, independent valuer, not connected with the RFCL Group.

(2) **Intangible assets**

The player registration intangible asset was valued using a market approach valuation methodology. This involved an assessment of the fair market value of each player and consideration was given to historical transfer fees for the players, recent transfer fees for similar players and offers received for players from other clubs.

In addition the brand of Rangers Football Club was valued using an estimate of future cash inflows, using the Royalty relief method. This asset is considered by the Directors to have an indefinite useful life. The valuation has been performed by Jeffrey’s Henry LLP, independent valuer, not connected with the RFCL Group, as at 14 June 2012.

(3) **Liabilities**

The liability acquired relates to a liability on acquisition which will not be paid.
Accounting policies and critical accounting judgments (continued)


<table>
<thead>
<tr>
<th></th>
<th>Freehold Properties £’000</th>
<th>Fixtures and Fittings £’000</th>
<th>Total £’000</th>
</tr>
</thead>
<tbody>
<tr>
<td>At incorporation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition (see note 11)</td>
<td>6,500</td>
<td>1,470</td>
<td>7,970</td>
</tr>
<tr>
<td>Additions</td>
<td></td>
<td>1,567</td>
<td>1,567</td>
</tr>
<tr>
<td>Revaluations</td>
<td>33,988</td>
<td></td>
<td>33,988</td>
</tr>
<tr>
<td><strong>At 31 August 2012</strong></td>
<td>40,488</td>
<td>3,037</td>
<td>43,525</td>
</tr>
<tr>
<td>Depreciation at incorporation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charge for period</td>
<td>37</td>
<td>32</td>
<td>69</td>
</tr>
<tr>
<td>Disposals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>At 31 August 2012</strong></td>
<td>37</td>
<td>32</td>
<td>69</td>
</tr>
<tr>
<td>Net Book Value at incorporation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Net Book Value 31 August 2012</strong></td>
<td>40,451</td>
<td>3,005</td>
<td>43,456</td>
</tr>
</tbody>
</table>

Amounts in respect of assets of the RFCL Group held under finance leases are as follows:
- Net Book Value at 31 August 2012: 1,561
- Depreciation provided in the year: 6

At the balance sheet date the Directors valued the Freehold Properties, comprising Ibrox stadium and Murray Park training facility based on a value in use calculation of the net present values of future operating cash flows. The key assumptions in this calculation are the expected future cash flows and the use of a weighted average cost of capital of 12.25 per cent. The value in use calculation relates to all fixed assets of the RFCL Group, including Intangible Assets. If required the PPE valuation would be capped at the depreciated replacement cost (DRC) valuation as the stadium and training facilities are specialist assets. The DRC valuation which represents a combined value of £79.2 million, has been performed by DM Hall LLP, independent valuers, not connected to the RFCL Group.

13. Intangible Assets

<table>
<thead>
<tr>
<th></th>
<th>Player Registrations £’000</th>
<th>Brand £’000</th>
<th>Total £’000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>At incorporation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition (see note 11)</td>
<td>3,575</td>
<td>16,042</td>
<td>19,617</td>
</tr>
<tr>
<td>Additions</td>
<td>1,564</td>
<td></td>
<td>1,564</td>
</tr>
<tr>
<td>Disposals</td>
<td>(1,000)</td>
<td></td>
<td>(1,000)</td>
</tr>
<tr>
<td><strong>At 31 August 2012</strong></td>
<td>4,139</td>
<td>16,042</td>
<td>20,181</td>
</tr>
<tr>
<td>Amounts written off:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>At incorporation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charge for period (see Note 5)</td>
<td>(172)</td>
<td></td>
<td>(172)</td>
</tr>
<tr>
<td>Eliminated on disposal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>At 31 August 2012</strong></td>
<td>(172)</td>
<td></td>
<td>(172)</td>
</tr>
<tr>
<td>Net book value at incorporation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Net book value 31 August 2012</strong></td>
<td>3,967</td>
<td>16,042</td>
<td>20,009</td>
</tr>
</tbody>
</table>
Accounting policies and critical accounting judgments (continued)

14. Investments
Details of the investments in which RFCL holds 20 per cent. or more of the nominal value of any class of share capital are as follows:

<table>
<thead>
<tr>
<th>Name of company</th>
<th>Proportion of Voting Rights and Shares</th>
<th>Nature of Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subsidiary Undertakings (all incorporated in the United Kingdom):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rangers Youth Development Ltd</td>
<td>Ordinary Shares 100%</td>
<td>Youth Development</td>
</tr>
<tr>
<td>Rangers Media Investments Ltd</td>
<td>Ordinary Shares 100%</td>
<td>Dormant</td>
</tr>
<tr>
<td>Rangers Financial Services Ltd</td>
<td>Preference Shares 100%</td>
<td>Dormant</td>
</tr>
<tr>
<td>The Rangers Shop Ltd</td>
<td>Ordinary Shares 100%</td>
<td>Dormant</td>
</tr>
<tr>
<td>Rangers Retail Ltd</td>
<td>Ordinary Shares 51%</td>
<td>Retail</td>
</tr>
<tr>
<td>Rangers Matchday Services Ltd</td>
<td>Ordinary Shares 100%</td>
<td>Dormant</td>
</tr>
</tbody>
</table>

15. Trade and other Receivables

<table>
<thead>
<tr>
<th>Description</th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade debtors</td>
<td>4,776</td>
</tr>
<tr>
<td>Less provision for doubtful debts</td>
<td></td>
</tr>
<tr>
<td>Other debtors</td>
<td>130</td>
</tr>
<tr>
<td>Prepayments and accrued income</td>
<td>420</td>
</tr>
<tr>
<td>Deferred tax asset</td>
<td>937</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>6,263</strong></td>
</tr>
</tbody>
</table>

All trade and other receivables are due within one year.

At 31 August there are no receivables that are past due.

Trade receivables above include £507,000 in relation to the disposal of player registrations.

The Directors consider the carrying amount of trade and other receivables approximates to their fair value.

16. Cash and Bank Balances

<table>
<thead>
<tr>
<th>Description</th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balances with banks</td>
<td>4,167</td>
</tr>
<tr>
<td>Cash on hand</td>
<td>19</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>4,186</strong></td>
</tr>
</tbody>
</table>

The carrying amount of these assets approximates to their fair value.
17. **Trade and other Payables**

*Current liabilities*

<table>
<thead>
<tr>
<th></th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade creditors</td>
<td>2,084</td>
</tr>
<tr>
<td>Social security and other taxes</td>
<td>2,157</td>
</tr>
<tr>
<td>Other creditors</td>
<td>2,293</td>
</tr>
<tr>
<td>Accruals and other deferred income</td>
<td>1,329</td>
</tr>
</tbody>
</table>

The average credit period taken for trade purchases is 26 days.

Trade payables above include £300,000 in relation to the acquisition of player registrations.

The Directors consider the carrying amount of trade and other payables approximates to their fair value.

*Non-Current Liabilities*

<table>
<thead>
<tr>
<th></th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accruals</td>
<td>183</td>
</tr>
</tbody>
</table>

Accruals which are non current liabilities fall due as follows:
- Between one and two years: 105
- Between two and five years: 78

Total: 183

18. **Obligations under Finance Leases**

Borrowings are repayable as follows:

<table>
<thead>
<tr>
<th></th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repayment of borrowings on finance leases fall due as follows:</td>
<td></td>
</tr>
<tr>
<td>In one year or less</td>
<td>347</td>
</tr>
<tr>
<td>Between one and two years</td>
<td>377</td>
</tr>
<tr>
<td>Between two and five years</td>
<td>815</td>
</tr>
</tbody>
</table>

Total: 1,539

The finance leases relate to funding of the refurbishment of the stadium fast food outlets.

A standard fixed security has been granted over these assets.
Accounting policies and critical accounting judgments (continued)

19. Deferred Income

As at 31 August 2012
£’000
Income deferred less than one year 8,738

 Deferred income comprises season tickets, sponsorship, hospitality and other elements of income which have been received in advance and will be recognised as revenue as the season progresses.

20. Deferred Tax

The following are major deferred tax assets and (liabilities) recognised by the Group:

<table>
<thead>
<tr>
<th>Revaluation of property</th>
<th>Accelerated tax depreciation</th>
<th>Tax losses</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>£’000</td>
<td>£’000</td>
<td>£’000</td>
<td>£’000</td>
</tr>
<tr>
<td>At incorporation</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>(Charge)/credit to income</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Charge to other comprehensive income</td>
<td>(7,817)</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>At 31 August 2012</td>
<td>(7,817)</td>
<td>(19)</td>
<td>956</td>
</tr>
<tr>
<td></td>
<td>(6,880)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

21. Share Capital

As at 31 August 2012
£’000

Alloted*, called up and fully paid
25,340,000 Ordinary shares of 1p each 253

RFCL was incorporated on 29 May 2012 with issued share capital of £1.

* The existing Ordinary Shares were issued on 31 October 2012.

In the period to 31 August 2012, a total of 25,340,000 shares were issued for a total consideration of £7,719,000.

22. Share Premium

£’000

Balance at incorporation —
Premium arising on issue of equity shares 7,466
Balance at 31 August 2012 7,466

23. Revaluation Reserve

£’000

Balance at incorporation —
Revaluation increase on land and buildings 33,988
Deferred tax on revaluation (7,817)
Balance at 31 August 2012 26,171


Accounting policies and critical accounting judgments (continued)

24. Retained Earnings

<table>
<thead>
<tr>
<th></th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance at incorporation</td>
<td>—</td>
</tr>
<tr>
<td>Profit for the period</td>
<td>13,884</td>
</tr>
<tr>
<td>Balance at 31 August 2012</td>
<td>13,884</td>
</tr>
</tbody>
</table>

25. Notes to the Consolidated Statement of Cashflows

<table>
<thead>
<tr>
<th>3 month period to 31 August 2012</th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profit for the period</td>
<td>13,884</td>
</tr>
<tr>
<td>Amortisation of intangible fixed assets</td>
<td>172</td>
</tr>
<tr>
<td>Depreciation of property, plant and equipment</td>
<td>69</td>
</tr>
<tr>
<td>Profit on disposal of players’ registrations</td>
<td>(12)</td>
</tr>
<tr>
<td>Financing costs</td>
<td>173</td>
</tr>
<tr>
<td>Negative goodwill released to income</td>
<td>(20,465)</td>
</tr>
<tr>
<td>Increase in trade and other receivables</td>
<td>(5,607)</td>
</tr>
<tr>
<td>Increase in trade and other payables</td>
<td>16,275</td>
</tr>
<tr>
<td>Cash generated from operations</td>
<td>4,489</td>
</tr>
</tbody>
</table>

26. Contingent Assets and Liabilities

At 31 August 2012, additional transfer fees payable of £nil and transfer fees receivable of £nil would arise if certain conditions in transfer contracts are fulfilled.

27. Capital Commitments/Financial Commitments

RFCL had capital commitments in respect of tangible fixed assets as at 31 August of £nil.

28. Related Party Transactions

On 6 August 2012, Brian Stockbridge, a director of RFCL provided a loan of £50,000 to RFCL. No interest accrued on this balance which was repaid on 7 August 2012. Brian Stockbridge also received a payment of £30,000 for the period from 14 June 2014 to 31 August 2012 with respect to his consultancy services as a director.

The following balances were novated from Sevco 5088 Limited (a company of which Charles Green was the sole shareholder and hence a related party) on 29 May 2012 to RFCL, hence the dates are before incorporation of RFCL:

- On 11 May 2012, Imran Ahmad, a director of RFCL, provided a loan of £200,000. £178,000 was repaid on 15 August 2012 and £22,000 was converted into ordinary share capital of RFCL. Imran Ahmad also received an arrangement fee of £50,000 relating to this loan.
- On 21 May 2012, Charles Green, a Director of RFCL provided a loan of £25,000. No interest accrued on this balance and this was repaid on 15 August 2012.

29. Post Balance Sheet Events

RFCL has issued 8,075,000 ordinary shares through a pre-IPO fundraising for a total consideration of £5,575,000 since 31 August 2012 which has been received by RFCL in cash.
1. Overview

The Club, together with its Glasgow city rivals Celtic, has dominated Scottish club football in terms of competitions won, fan base and revenue generation. The Club has won 54 national league titles, more than any top flight professional football club in the world. It has won the Scottish Cup 33 times and the Scottish League Cup 27 times.

The Club currently competes in Division 3 of the SFL and for the 2012/13 season RFCL has sold approximately 36,000 season tickets, only marginally down the 2011/12 season when the Club competed in the Scottish Premier League. Attendance at home games has been, on average, over 40,000.

RFCL owns the Ibrox Stadium and training facilities which were re-valued on 31 August 2012 and published in a report dated 10 October 2012 and are held in the historical financial information at £40.5 million.

In European professional football there is typically a strong correlation between the on pitch success of a team and the level of wages paid. The Club is currently competing with teams in SFL Division 3 against teams that have a wages bill of less than 10 per cent. than that of the Club after reforming the playing squad.

It is currently rumoured that the structure of Scottish football may be subject to change. Given the fan base and history of the Club, if this occurred it is possible that the Club may have the opportunity to return to the top tier of Scottish football faster than the current structure through successive promotions would permit (i.e. before 2015/16).

Further information on the business of RFCL and a description of the Company’s strategy is set out in paragraph 4 of Part VII in this document.

2. Significant factors affecting the Company’s operating results

The Company believes that the following factors have had an impact on RFCLs, and may continue to have a material impact on the Company’s, financial condition and operating results. For further discussion of the principal factors affecting RFCLs financial condition and operating results, investors should also read:

- section II of this document headed “Risk Factors” for a discussion of the risks and uncertainties which the Company faces, including information on the potential effects or, inter alia, economic and market conditions; and
- paragraph 4 of Part VII of this document for information relating to market opportunity and competition in relation to the Company.
Economic and operating conditions

2.1 Administration and transfer embargo

A complex and related series of events, including the non-payment of tax, led to RFC 2012 plc entering into Administration in February 2012. In June 2012, a consortium of the Company’s current owners acquired the trade and assets of RFC 2012 plc, which was subsequently awarded a licence to play in SPL Division 3. The Scottish Football Association has placed a transfer embargo on the Club, meaning that it is unable to sign contracted players aged 18 and over until January 2014.

2.2 On-pitch performance and UEFA competitions

RFC1’s financial performance is, and the Company’s financial performance will be, influenced by the Club’s on-pitch performance in domestic and European competitions. Participation in UEFA club football competitions can generate significant revenues for competing clubs. For example, in qualifying for the group stages of the 2009/10 and 2010/11 competitions, the Club earned €17.5 million and €19.3 million respectively in central UEFA distributions. In 2007/08, the Club’s run to the final of the UEFA Europa League competition resulted in direct revenue from UEFA of £11.1 million.

However, the Scottish Football Association has stated that it will not grant the Club a UEFA licence for seasons 2012/13 to 2014/15. Assuming the structure of Scottish football remains as it currently is, the earliest that the Club would be able to compete in the UEFA Champions League is the 2015/16 season. This is dependent on the Club gaining domestic league promotion every year, and then finishing second in the SPL in its first season back, depending on Scotland’s UEFA club coefficient ranking at that time.

2.3 Potential league(s) restructuring

In recent years there have been discussions by the Scottish football authorities and other stakeholders around potential changes to the league structure. Further discussion is included within Part II ‘Risk Factors’.

2.4 Economic outlook

Football clubs have demonstrated a degree of resilience to the unfavourable economic conditions of the downturn and, in the Club’s case, other adverse events. In the 2012/13 season RFCL has sold approximately 36,000 season tickets (following a reduction of ticket prices by a third), only marginally down the 2011/12 season when the Club competed in the Scottish Premier League. Attendance at home games in the 2012/13 season has been, on average, over 40,000.

3. Consolidated results of operations

3.1 Revenue

The table below sets out RFCL’s revenue since incorporation:

<table>
<thead>
<tr>
<th></th>
<th>£’000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gate receipts and hospitality</td>
<td>1,267</td>
</tr>
<tr>
<td>Sponsorship and advertising</td>
<td>75</td>
</tr>
<tr>
<td>Broadcasting rights</td>
<td>26</td>
</tr>
<tr>
<td>Commercial</td>
<td>168</td>
</tr>
<tr>
<td>Other operating income</td>
<td>175</td>
</tr>
<tr>
<td><strong>Total revenue</strong></td>
<td><strong>1,711</strong></td>
</tr>
</tbody>
</table>

The revenue recognised by RFCL over the 3 month period to 31 August 2012 reflects the fact that the football season had not commenced until the first game was played on 29 July 2012; so effectively the period includes only one month of ordinary trading.
Revenue for the three month period ended 31 August 2012 totalled £1.7 million. Of this total, gate receipts and hospitality income contributed £1.3 million. During the period the Club played only one home league match and two home cup matches. No revenue is recognised in respect of away fixtures except for a small share of ticket revenue from away cup matches.

Season ticket income of £436,000 was recognised during the period to 31 August 2012 based on sales of just over 35,000 season tickets, only a marginal reduction on the 2011/12 season, despite the Club’s relegation to SPL Division 3. Total matchday income of £979,000 includes RFCL’s share of gate revenues from away cup fixtures.

Broadcasting revenue during the period was minimal because the first domestic league game was not until 11 August 2012 and in line with RFCL’s accounting policy to recognise the fixed element of broadcasting revenues over the duration of the football season.

Commercial income of £168,000 recognised during the period to 31 August 2012 includes revenue earned from agreements with the Club’s sponsors and commercial partners.

No income from merchandising or retail sources was recognised during the period.

3.2 Operating expenditure
RFCL has incurred the following operating expenses since incorporation:

<table>
<thead>
<tr>
<th>3 month period to 31 August 2012 £’000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff costs</td>
</tr>
<tr>
<td>Other operating charges</td>
</tr>
<tr>
<td>Hire of plant and machinery</td>
</tr>
<tr>
<td>Depreciation of property plant and equipment</td>
</tr>
<tr>
<td>Revenue grants</td>
</tr>
<tr>
<td>Auditor’s remuneration</td>
</tr>
<tr>
<td><strong>Total operating expenses</strong></td>
</tr>
</tbody>
</table>

Player costs are RFCL’s most significant expenditure, including £2.1 million in respect of the first team playing squad. Only seven of the 2011/12 squad have remained with the Club, with a further two players going out on loan. First team player salary costs are contractual and each player’s salary is unique.

Other operating charges include matchday costs, such as policing, stewarding and pitch costs.

As the trading period is short and includes a period where no football matches were played, the financial results for the three month period to 31 August 2012 do reflect the seasonality within the business (i.e. the majority of revenue is recognised during the football season while costs accrue broadly evenly over the financial year).

3.3 Non-recurring items
RFCL has incurred the following non-recurring expenses since incorporation:

<table>
<thead>
<tr>
<th>3 month period to 31 August 2012 £’000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repayment of RFC 2012 plc football debt</td>
</tr>
<tr>
<td>Release of negative goodwill to income</td>
</tr>
<tr>
<td>Acquisition expenses</td>
</tr>
<tr>
<td><strong>Non-recurring expenditure</strong></td>
</tr>
</tbody>
</table>
Non-recurring expenditure includes £2.8 million of repayments in respect of old football creditors, which RFCL committed to paying.

The negative goodwill release of £20.5 million is a credit to the income statement based on a calculation showing the fair value of net assets acquired of £27.2 million and a consideration of £6.75 million.

Acquisition expenses of £0.6 million relate to one off costs paid on acquisition of the trade and assets of RFC 2012 plc.

4. **Liquidity and capital resources**

RFCL meets its daily cash requirements using a balance of cash. RFCL does not have access to any further banking facilities.

The Company also has two finance lease agreements totalling £2.1 million. Going forward, the Company expects that its operations will be funded through a combination of cash from its operations and the equity issuance arising from this Transaction.

As at 31 August 2012, the Group held £4,186,000 of unrestricted cash.

4.1 **Cash flow**

The main sources of income for RFCL and its subsidiaries are season ticket sales, other match related revenue, commercial income and proceeds from the sale of players’ registrations, which typically occur during the summer transfer window.

Cash payments primarily consist of the player and staff wages and the payment of player transfer fees payable in respect of acquired players.

The following table shows information regarding RFCL's cash flows for the three month period from incorporation to 31 August 2012.

<table>
<thead>
<tr>
<th>2012</th>
<th>£'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash generated from operations</td>
<td>4,489</td>
</tr>
<tr>
<td>Net cash used in investing activities</td>
<td>9,561</td>
</tr>
<tr>
<td>Net cash from financing activities</td>
<td>9,258</td>
</tr>
<tr>
<td>Net increase in cash and cash equivalents</td>
<td>4,186</td>
</tr>
</tbody>
</table>

Cash generated from operations in three month period to 31 August 2012 totalled £4.5 million, including cash received from season tickets and other matchday revenue.

Net cash used in investing activities of £9.6 million mainly included a payment of £6.75 million relating to the completion of the acquisition of the trade and assets of RFC 2012 plc.

The net cash inflow from financing activities of £9.3 million £7.7 million generated from the issue of share capital and £1.6 million of finance lease capital receipts, £1.8 millions of loans were drawn down and repaid.

Season ticket cash inflows are predominantly received between May and July each year as this is when season tickets are renewed. In the current period, given the uncertainty around the takeover and the Club’s league position, season ticket sales only commenced at the end of July 2012.
5. Capitalisation and indebtedness

5.1 Capitalisation

The following table sets out the capitalisation of RFCL as at 31 October 2012

<table>
<thead>
<tr>
<th>Component</th>
<th>As at 31 October 2012 £'000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total current debt</td>
<td></td>
</tr>
<tr>
<td>Guaranteed</td>
<td>—</td>
</tr>
<tr>
<td>Secured</td>
<td>—</td>
</tr>
<tr>
<td>Unguaranteed/secured</td>
<td>—</td>
</tr>
<tr>
<td>Total non-current debt</td>
<td></td>
</tr>
<tr>
<td>Guaranteed</td>
<td>—</td>
</tr>
<tr>
<td>Secured</td>
<td>—</td>
</tr>
<tr>
<td>Unguaranteed/secured</td>
<td>—</td>
</tr>
<tr>
<td>Equity</td>
<td></td>
</tr>
<tr>
<td>Invested capital</td>
<td>10,321</td>
</tr>
<tr>
<td>Other reserves</td>
<td>26,171</td>
</tr>
<tr>
<td>Retained earnings</td>
<td>11,861</td>
</tr>
<tr>
<td><strong>Total capitalisation and indebtedness</strong></td>
<td><strong>48,431</strong></td>
</tr>
</tbody>
</table>

There has been no material change in the capitalisation of RFCL since 31 October 2012.

5.2 Indebtedness

As at 31 October 2012 RFCL has no debt.

6. Key performance measures

RFCL uses a number of key performance measures in its business, including statutory measures, such as revenue, gross profit and operating profit, before and after player trading. The most significant non-statutory measures used include the wages/turnover ratio and season ticket sales. Key non-financial measures including on pitch performance and attendance.

The table below show some KPIs for the period to 31 August 2012.

<table>
<thead>
<tr>
<th>KPI</th>
<th>Period to 31 August 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of games played (total)</td>
<td>7</td>
</tr>
<tr>
<td>Number of games played (SFL home)</td>
<td>1</td>
</tr>
<tr>
<td>Number of games played (SFL away)</td>
<td>2</td>
</tr>
<tr>
<td>Number of games played (League Cup home)</td>
<td>2</td>
</tr>
<tr>
<td>Number of games played (Challenge Cup away)</td>
<td>2</td>
</tr>
<tr>
<td>Number of season tickets sold</td>
<td>35,411</td>
</tr>
<tr>
<td>Season ticket sales (£'000)</td>
<td>7,776</td>
</tr>
<tr>
<td>Average season ticket price (£)</td>
<td>219</td>
</tr>
<tr>
<td>Average attendance (home)</td>
<td>37,909</td>
</tr>
</tbody>
</table>
7. Current trading and prospects
Since the start of the 2012/13 season, the Club’s first team have competed in the Scottish Third Division and at the time of this document are top of the league, having lost only one match from their initial 11 league matches. In addition, the Club’s first team reached the Quarter Final of the Scottish League Cup, defeating Motherwell of the Scottish Premier League prior to their exit and have reached the Fifth Round of the Scottish Cup.

The Club enjoys a world class stadium and training infrastructure and a loyal and passionate global fanbase, which provide a predictable income and the foundation for the Company. The Directors believe that digital media and RFCL’s broadcasting arrangements enable RFCL to capitalise on the Club’s brand better than has taken place before. This, coupled with level of season ticket sales and attendances at the Club’s matches since the start of the new season, gives the Directors confidence that the future of the Company is bright and encourages them as they seek to achieve their goal of securing the Club as a leading club in world football.

8. Property Matters
The property valuation report from DM Hall dated 10 October 2012 includes a valuation of the RFCL Group’s properties under a depreciated replacement cost method at 31 August 2012 as follows:
- Ibrox Stadium – £65.2 million; and
- Murray Park – £14 million.

This represents a combined value of £79.2 million.

The Group’s Historical Financial Information in Part IX of this document, includes the Properties at an existing use valuation of £40.5 million at 31 August 2012.

At each balance sheet date, RFCL reviews the carrying amounts of its non-current assets to determine whether there is any indication that those assets have suffered an impairment loss by reference to their carrying values (including their revalued amounts). As at 31 August 2012, prior to increasing the value of RFCL’s properties based on the valuation report, the Directors completed an impairment review by reference to discounted cash flows to ascertain the value at which the property and other non-current assets could be supported.

This exercise supported a carrying value of RFCL’s non-current assets of £63.5m. Accordingly, RFCL’s property, which has been revalued under an existing use basis, has been included within the Historical Financial Information at £40.5 million with other non-current assets being included at their fair value of £20 million. The Directors will re-visit this exercise at each subsequent balance sheet date to consider whether the value in use calculation can support a higher value of RFCL’s properties.

9. Capital Resources
The RFCL Group maintains cash to fund the daily cash requirements of its business. The RFCL Group does not have access to any further banking facilities. The RFCL Group also has two finance lease agreements totalling £2.1 million.

As at 31 August 2012, the RFCL Group held £4,186,000 of unrestricted cash and has received an additional £5,575,000 through the issue of 8,075,000 ordinary shares through a pre-IPO Fundraising since that date.

Furthermore the Company will have additional resource of up to £24.5 million from the net proceeds of the Placing and Offer to finance its growth plans.

10. Other risks
For a discussion of other risk factors faced by the Company following the Fundraising, please refer to section II “Risk Factors” section of this document.
10 October 2012
The Rangers Football Club Limited
Ibrox Stadium
150 Edmiston Drive
Glasgow
G51 2XD

Our Ref.: RM/EMA/ES120953

Your Ref.:

Dear Sirs

Valuation of Assets for inclusion in Financial Statements
The Rangers Football Club Limited

We refer to your confirmation of our instructions dated 8 October in respect of the above and now have pleasure in providing the appropriate Valuation Reports in respect of the subject properties.

Client
The Rangers Football Club Limited, Ibrox Stadium, 150 Edmiston Drive, Glasgow, G51 2XD.

Purpose of the Valuation
The purpose of the valuation is to provide The Rangers Football Club plc with:-

• A valuation of the Assets identified by The Rangers Football Club Limited as being subject to valuation for inclusion in their Financial Statements; and

• An apportionment of land and building values for depreciation purposes.

Subjects of Valuation
The subjects of valuation comprise:-

• Ibrox Stadium, 150 Edmiston Drive, Glasgow, G51 2XD.

• Murray Park, Auchenhowie Road, Milngavie, G62 6EG.
Interest
The interest to be valued is The Rangers Football Club Limited’s heritable interest in the subjects under valuation, held for operational purposes.

We have been specifically instructed to undertake our valuations on a “desktop” basis, not requiring additional inspections of the properties. The Rangers Football Club Limited have given their unequivocal assurance that there have been no physical changes of a material nature to the subjects under valuation since the dates of our previous inspections in 2011.

Styles of Property
The individual elements under valuation will be described more fully elsewhere in this Report.

We should summarise the use by the client as:-

a) **Ibrox Stadium**
   This is the home ground of The Rangers Football Club Limited and comprises the pertinent offices and accommodation which would be expected within a subject of this nature.

b) **Murray Park**
   This is a training complex located in Milngavie, the use of which is largely focussed on the Youth Academy. It is the main training base for The Rangers Football Club Limited.

The subjects are held by The Rangers Football Club Limited for operational purposes.

Bases of Valuation
1) The basis for all valuations is “**fair value**” as per Valuation Standard 3.5 of the RICS Valuation – Professional Standards, published March 2012, (“The Red Book”).

   The definition of “**fair value**”, as determined by the International Accounting Standards Board (IASB) is:-

   “The price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date.”

2) International Financial Reporting Standard (IFRS) 13 specifies in its guidance, under “**The fair value measurement approach**” that:-

   “For a non-financial asset, the valuation premise that is appropriate for the measurement (consistently with its highest and best use) should be applied.”

   The references in IFRS 13 to market participants and a sale make it clear that for most practical purposes, “**fair value**” is consistent with the concept of “**market value**”.

3) The subjects at Ibrox Stadium and Murray Park are reasonably described as “specialised” in that they require to be defined as:-

   “a property that is rarely, if ever, sold in the market, except by way of a sale of the business or entity of which it is part, due to the uniqueness arising from its specialised nature and design, its configuration, size, location or otherwise.” (Para 3.2 of GN6 of “The Red Book”)

   Alternative examples of a specialised property would be a school or operational hospital.

   Specialised properties fall to be valued on the basis of **Depreciated Replacement Cost** (DRC). DRC is defined by RICS as:-

   “The current cost of replacing an asset with its modern equivalent asset less deductions for physical deterioration and all relevant forms of obsolescence and optimisation.” (Para 2.2.3 of GN6)

   In respect of properties valued on a “DRC” basis, full regard has been had to the content of GN6 and Valuation Standards 6.5 and 6.7 of “The Red Book”.

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It is important to note that, in terms of Valuation Standard 6.5, all DRC valuations are “subject to the adequate profitability of the business, paying due regard to the value of the total assets employed”.

For the avoidance of doubt, we are obliged to advise that, should the existing use of a property valued on a DRC basis be discontinued, it is probable that the “Market Value” thereof, in alternative use, will be significantly lower than the value reported under a DRC calculation.

**Date of Valuation**
The date of valuation is 31 August 2012.

**Previous Material Involvement**
DM Hall LLP have previously provided valuation advice to The Rangers Football Club plc in respect of their property portfolio over a period of approximately 20 years on an intermittent basis. In respect of this period, Asset Valuations for Inclusion in Financial Statements have been provided over a period of approximately 15 years.

DM Hall LLP are now instructed to undertake the same valuations for The Rangers Football Club Limited. We do not consider that our previous involvement is of a material nature in terms of the current instructions.

Robert Mowat MRICS, the Partner responsible for undertaking the valuations has previously had an involvement with the Valuation of Assets for Financial Statements on behalf of The Rangers Football Club plc, specifically in 2008, assisting another Partner within DM Hall LLP to undertake the task. Mr Mowat was the main signatory to the valuation prepared on behalf of The Rangers Football Club plc in 2011.

DM Hall LLP consider it appropriate for the Valuer dealing with the instruction to accept responsibility for undertaking the valuation on no more than two occasions prior to any additional party/parties within DM Hall LLP undertaking the relevant work. Due to the limited timescales within which we have been instructed to provide our valuations, these have been undertaken by Robert Mowat MRICS (Partner), assisted by George Nisbet FRICS and Roy Hudghton MRICS, all of whom are Registered Valuers in terms of theRICS Valuer Registration Scheme, and all of whom have previously been involved in undertaking Asset Valuation work for both Murray Park and Ibrox Stadium.

DM Hall LLP have not previously been instructed to undertake any work on behalf of The Rangers Football Club Limited and we should further confirm that the total fees paid by The Rangers Football Club plc to DM Hall LLP in the year preceding our report are minimal in terms of the overall turnover of DM Hall LLP.

**Valuer Status**
Valuations for this purpose are Regulated Purpose Valuations in terms of UK Valuation Statement 4.1 of “The Red Book” and, in this regard, DM Hall LLP are acting as “external valuers” in terms of our instruction.

**Assumptions/Investigations/Information**
Any assumptions made in respect of levels of value, the extent of investigations undertaken and carried out, and the nature and sources of information relied upon in the production of our valuations and report will be fully referred to within the body of the report.

**Reproduction and Use**
This Valuation Report has been prepared to confirm to the directors of Rangers the current valuation of the property assets of the RFCL Group for inclusion in the Prospectus in relation to the Placing, Offer and Admission. The contents of this Valuation Report may be used only for the specific purpose to which
they refer. Before this Valuation Report, or any part thereof, is reproduced or referred to, in any document, circular or statement, and before its contents, or any part thereof, are disclosed orally or otherwise to a third party, the Valuer’s written approval as to the form and context of such publication or disclosure must first be obtained.

For the avoidance of doubt such approval is required whether or not DM Hall LLP is referred to by name and whether or not the contents of our Valuation Report are combined with others.

We confirm that we have issued a letter consenting to the inclusion of the Valuation Report in the Prospectus.

Valuation Standards
DM Hall LLP confirm that the valuations undertaken on behalf of The Rangers Football Club Limited, unless otherwise specifically stated, accord with the RICS Valuation – Professional Standards, published March 2012.

Valuation Approach
We have approached the valuations required on the basis of our instructions. The valuation methodologies utilised are those indicated in “Bases of Value” above. The styles of valuation adopted have been agreed with The Rangers Football Club Limited in respect of each subject, in advance of our undertaking the report.

Tenure/Title Deeds and Leases
We have not had the opportunity of inspecting the Title Deeds of the subjects under valuation and, for the purposes of our valuation, we have assumed that the subjects are held under Title which is the equivalent of Heritable Ownership (formerly Feudal) unless otherwise stated as being subject to a Lease. We have further assumed that the properties are free from encumbrances, restrictions or outgoings of an onerous nature which would have a material impact on the value.

Site Areas
The site area of Ibrox Stadium has been computed by us from a plan prepared by The Miller Partnership and dated February 1988, with the boundaries outlined during a previous involvement in the valuation of the asset.

The site area of Murray Park was provided by our previous clients, The Rangers Football Club plc, under assurance that this was taken from Title Deed Plans at the time of the purchase of the subjects.

Floor Areas and Dimensions
The Miller Partnership had prepared plans of the subjects and these were utilised in the calculation of floor areas, supplemented by information prepared by Gareth Hutchison Chartered Architects held on file. These areas should be used for valuation purposes only and for no other purpose whatsoever and have been calculated having regard to the RICS Code of Measuring Practice, 6th Edition.

Where appropriate, net internal measurements have been taken previously, particularly in respect of the office accommodation, and we have utilised Gross Internal Areas where appropriate in terms of the Stadium itself, any such sizes having been measured to the interior faces of the external walls.

Soil Report
No site or soil investigation reports have been carried out as far as we are aware and we cannot reasonably comment or certify, therefore, that any of the land is capable of development or redevelopment at reasonable cost.
We have made the assumption, therefore, that none of the grounds are contaminated by dangerous materials and that no contaminate or potentially contaminate uses have ever been carried out on the properties under report. Similarly, we have made the assumption that there is no potential contamination of these properties from past or present uses of neighbouring properties.

**Condition of Buildings**

Our inspection of the subjects did not constitute a structural survey nor did we inspect woodwork or other parts of the structure which were covered, unexposed or inaccessible. Also, the various services have not been tested and we are not in a position, therefore, to report that any of the properties are free from defects.

We have not had sight of an Asbestos Risk Assessment relative to the subjects and cannot report that they are free from risk in this respect. Accordingly, we have made the assumption that such an investigation would not disclose the presence of any such material in any adverse situation or condition.

**Plant Machinery and Fixtures and Fittings**

Unless otherwise specified, all items normally associated with the valuation of lands and buildings are included in our valuation, including:-

- Fixed space heating
- Hot water systems
- Lighting and main services supplying these
- Water, electricity, gas and steam circuits
- Lifts and permanent structures forming an internal part of the building structure
- Fixed demountable partitions
- Suspended ceilings
- Carpets
- Drains
- Sewers and sewerage plant and air conditioning, except where part of a computer installation

**Valuer Competency**

DM Hall LLP have the knowledge, skills and understanding of the subject properties to undertake the valuation in a competent and professional manner.

**Valuations**

We should confirm that our opinions of value in respect of the subject premises are:-

**IBROX STADIUM, 150 EDMISTON DRIVE, GLASGOW**

Total value, calculated on a Depreciated Replacement Cost basis –

£65,200,000 (SIXTY FIVE MILLION TWO HUNDRED THOUSAND POUNDS)

allocated as –

**Buildings**

£61,500,000 (SIXTY ONE MILLION FIVE HUNDRED THOUSAND POUNDS)

**Land**

£3,700,000 (THREE MILLION SEVEN HUNDRED THOUSAND POUNDS)
MURRAY PARK, AUCHENHOWIE ROAD, MILNGAVIE

Total value, calculated on a Depreciated Replacement Cost basis –

£14,000,000 (FOURTEEN MILLION POUNDS)

allocated as

Buildings

£12,290,000 (TWELVE MILLION TWO HUNDRED AND NINETY THOUSAND POUNDS)

Land

£1,710,000 (ONE MILLION SEVEN HUNDRED AND TEN THOUSAND POUNDS)

It should be noted that the apportionments in respect of land and buildings given above are hypothetical and for accounting purposes only. In reality, the elements contained within the valuation are inseparable in terms of their existing use.

The valuations given above, calculated using a Depreciated Replacement Cost methodology, are subject to the ongoing adequate profitability of the business, having due regard to the value of the total assets employed.

We trust that the foregoing is sufficient for your purposes but should you require further information, please do not hesitate to contact us.

Yours faithfully

ROBERT MOWAT MRICS
Partner
for DM Hall LLP

GEORGE NISBET FRICS
Partner
for DM Hall LLP
PART XII
DIRECTORS, CORPORATE GOVERNANCE AND EMPLOYEES

1. Directors

The following table sets out information relating to each of the Directors:

The business address of each of the Directors is Ibrox Stadium, Glasgow G51 2XD.

1.1 Profiles of the Directors and Key Employees

The names, business experience and principal business activities outside the RFCL Group and the
Rangers Group of the current Directors and Key Employees are set out below.

Malcolm Murray

Non-Executive Chairman, Age 56, Appointed 6 December 2012

Malcolm has had a 32 year career in fund management. At Phillips & Drew, he was instrumental
in building up their distinctive long term investment style which involved taking significant stakes
in companies and working closely with management on strategy. He also helped develop one of the
first clearly defined corporate governance policies where Phillips & Drew were one of the earliest
fund management companies to vote all shares on all resolutions. He is also currently
Non-Executive Chairman of MWB Business Exchange plc.

Walter Smith

Non-Executive Director, Age 64, Appointed 7 December 2012

Walter joined Rangers in 1986 after a spell as Assistant Manager at Dundee United and fulfilled the
same role at Ibrox as second in command to Graeme Souness until 1991 when he took on the role
of Manager. Subsequently he guided Rangers to 21 trophies either side of being manager at Everton
on the English Premiership and was national team manager of Scotland from 2004 – 2007.

Ian Hart

Non-Executive Director, Age 67, Appointed 7 December 2012

Ian has a broad knowledge of Scottish business and has worked for a number of charities in Scotland.
He was appointed Senior Partner in Hacking and Paterson in 1990 and still contributes to this
operation, as well as being on the Scottish Committee of Barnardo’s.

Phillip Cartmell

Non-Executive Director, Age 61, Appointed 7 December 2012

Phillip is currently Executive Chairman of Corac Group plc, having formerly been Chief Executive
of Vega Group plc between 2001 and 2008, where he grew the company into a leading European
aerospace and defence business. In February 2008, Vega was acquired by Finmeccanica and he
was Non-Executive Chairman of Alterian plc until its acquisition by SDL plc in January 2012.
Phillip has served as a Non-Executive Director and adviser for a number of companies and is
currently a Non-Executive Director of CSF Group plc.

Bryan Smart, Age 60, Appointed 7 December 2012

Bryan Smart is a Chartered Accountant with over 35 years of financial management experience and
from 1996 to 2006 he worked as Finance Director for DaimlerChrysler (UK) Ltd. Mr Smart is an
executive director of Tradelinens Ltd, a joint venture established with a Chinese importer, as well
as Brooklands Museum Trust, where he has a financial management role which also involves some
project management and fund raising activities. He is a non-executive director of AIM-quoted
Greka Drilling Limited, SCOTTY Group SE and is a trustee director of Mercedes Benz UK Pension Fund. Prior to working for DaimlerChrysler (UK) Ltd, Mr Smart worked for Deloitte Touche as an external auditor/management consultant for six years.

Charles Green
Chief Executive Officer, Age 59, Appointed 4 December 2012
Charles has significant experience in corporate transactions and was responsible for the stock market flotation of Sheffield United Football Club in 1997. He has held a number of directional positions including Chief Executive Officer of Source BioScience plc and Non-executive Chairman of Nova Resources Limited.

Brian Stockbridge
Chief Financial Officer, Age 39, Appointed 4 December 2012
Prior to joining the Company, Brian was Director of corporate finance at Zeus Capital Limited and before that, spent 15 years working for the nominated advisor teams of Grant Thornton, Noble & Company and Allenby Capital. Brian trained at The Panel on Takeovers & Mergers 2000 to 2003 where he was primary case officer for over 150 transactions valued up to and over £1bn and is a qualified chartered accountant.

Imran Ahmad
After training with Barclays De Zoete Wedd Limited in the early 1990’s Imran has spent most of his career in small and mid cap broking. In September 2008 Imran founded and was Chief Executive of Allenby Capital Limited which grew from nothing to approaching 40 AIM clients by the time he sold his stake in September 2011. Imran has completed a significant number of transactions in the Resource, Energy, Engineering and Technology sectors. Imran joined Zeus Capital in April 2012 as Managing Director.

Ally McCoist
Ally was appointed Manager in May 2011 succeeding Walter Smith, having spent 4 years as assistant manager. Prior to the assistant managerial position at Rangers, Ally McCoist was a member of the Scotland international team’s coaching staff. Ally is the Club’s all time highest goal scorer with 355 goals in all competitions.

1.2 Interests of the Directors and Key Employees
1.2.1 As at 6 December 2012 (being the latest practicable date prior to the publication of this document), the interests (all of which are beneficial) of the Directors, the Key Employees and their respective immediate families and (so far as is known to them or could with reasonable diligence be ascertained by them) persons connected (within the meaning of section 96B of FSMA) with the Directors or the Key Employees as the case may be in the issued share capital of RFCL (which shall on Admission become interests in the Company pursuant to the Share Exchange Agreement described in paragraph 12.1.12 of Part XIII of this document) including: (i) those arising pursuant to transactions notified to pursuant to DTR 3.1.2R; or (ii) those of the connected persons of the Directors or the Key Employees, which would, if such connected person were a Director or a Key Employee, be required to be disclosed under (i) above are set out in the following table:

<table>
<thead>
<tr>
<th>Percentage of issued ordinary share capital of RFCL</th>
<th>Number of Ordinary Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imran Ahmad</td>
<td>2,200,000</td>
</tr>
<tr>
<td>Malcolm Murray</td>
<td>200,000</td>
</tr>
<tr>
<td>Charles Green</td>
<td>5,000,200</td>
</tr>
<tr>
<td>Ian Hart</td>
<td>490,000</td>
</tr>
<tr>
<td>Ally McCoist</td>
<td>1,000,000</td>
</tr>
</tbody>
</table>
1.2.2 On Admission the interests (all of which are beneficial) of the Directors, the Key Employees and their respective immediate families and (so far as is known to them or could with reasonable diligence be ascertained by them) persons connected (within the meaning of section 96B of FSMA) with the Directors or the Key Employees in the issued share capital of the Company (assuming no Offer Shares are issued) including: (i) those arising pursuant to transactions notified to pursuant to DTR 3.1.2R; or (ii) those of the connected persons of the Directors or the Key Employees, which would, if such connected person were a Director or a Key Employee, be required to be disclosed under (i) above are set out in the following table:

<table>
<thead>
<tr>
<th>Issued share capital of the Company</th>
<th>Number of</th>
<th>Percentage of issued ordinary share capital of Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Malcolm Murray</td>
<td>271,429</td>
<td>0.47</td>
</tr>
<tr>
<td>Ian Hart</td>
<td>561,429</td>
<td>0.97</td>
</tr>
<tr>
<td>Walter Smith</td>
<td>71,429</td>
<td>0.12</td>
</tr>
<tr>
<td>Charles Green</td>
<td>5,071,629</td>
<td>8.72</td>
</tr>
<tr>
<td>Brian Stockbridge</td>
<td>71,429</td>
<td>0.12</td>
</tr>
<tr>
<td>Imran Ahmad</td>
<td>2,200,000</td>
<td>3.78</td>
</tr>
<tr>
<td>Ally McCoist</td>
<td>1,071,429</td>
<td>1.84</td>
</tr>
</tbody>
</table>

1.2.3 Taken together, the combined percentage interest of the Directors and Key Employees in the issued ordinary share capital of the RFCL as at 6 December 2012 (the latest practicable date prior to publication of this document) was approximately 15.82 per cent. As at 6 December 2012 (the latest practicable date prior to publication of this document) the combined percentage interest of the Directors and Key Employees in the Company was zero per cent.

1.2.4 Save as disclosed in paragraph 2.1 of Part XII of this document, as at 6 December 2012 (the latest practicable date prior to publication of this document and on Admission) none of the Directors or Key Employees of the RFCL group have any other rights over the ordinary shares of RFCL (which shall become rights over Ordinary Shares on completion of the Share Exchange Agreement described in paragraph 12.1.8 of Part XIII of this document).

1.2.5 Save as disclosed in paragraph 2.1 of Part XII of this document on Admission none of the Directors or Key Employees shall have any other rights over the Ordinary Shares.

1.3 Save as set out in paragraph 1.2 above of Part XII of this document, no Director or Key Employee, nor any member of their respective immediate families, nor any person connected with any Director or Key Employee within the meaning of section 252 of the 2006 Act, has any interests (beneficial or non-beneficial) in the share capital of RFCL or the Company or any other member of the Rangers Group.

1.4 None of the Directors has, or has had, any interest in any transaction which is or was unusual in its nature or conditions or which is or was significant to the business of and which was effected by during the current or immediately preceding financial year or which remains in any respect outstanding or unperformed.

1.5 There are no outstanding loans granted by the Company or any member of the RFCL Group or the Rangers Group to any of the Directors or Key Employees, nor has any guarantee been provided by or any of its subsidiaries for their benefit save that qualifying third party indemnity provisions are in place for the benefit of Directors or Key Employees in relation to certain losses and liabilities which they may potentially incur to third parties in the course of their duties.
2. Remuneration of the Directors and Key Employees

Executive Directors

2.1 Set out below is information on the employment and remuneration arrangements for the Executive Directors and the arrangements in place during the financial period ended 31 August 2012. As at 6 December 2012 (being the latest practicable date prior to the date of this document) the Executive Directors were directors of and employed by RFCL on the following terms:

2.1.1 Charles Green

Under a Scottish law agreement signed on 17 September 2012 (but effective on 12 June 2012), RFCL employed Charles Green as Chief Executive of RFCL for an annual salary of £360,000 per annum (plus benefits and expenses including accommodation costs). Mr Green is also entitled to a non-contractual bonus of 100 per cent. gross salary if the Club wins promotion from the SFL, an equity stake of 10 per cent. of the enlarged ordinary share capital of RFCL post-secondary fund raising and or IPO and has a contractual right to receive share options in the event that the RFCL Group’s shares are listed on any recognised exchange, with a value equivalent to twice Mr Green’s annual salary. The agreement is terminable by RFCL either for cause or on 6 month’s notice and by Mr Green on 3 months’ notice. Following termination, Mr Green is restricted for 9 months from, without consent, directly or indirectly being employed by any football club in the top division in Scotland as a chief executive or similar role, soliciting any director/senior employee/player/youth player to leave RFCL or employing a director/senior employee/player/youth player who was employed within the 12 months preceding the date of termination. The contractual right to an option over 10 per cent. of the enlarged ordinary share capital of RFCL was exercised by Charles Green on 31 October 2012 by a partial exercise notice pursuant to which 5,000,000 ordinary shares of 1p each in RFCL were issued to Charles Green on 31 October 2012. By way of a letter dated 7 December 2012, Charles Green agreed that such partial option exercise notice shall represent exercise in full of the option and that the option shall have no further effect.

2.1.2 Brian Stockbridge

Under a Scottish law agreement signed on 17 September 2012 (but effective from 1 September 2012), RFCL employed Brian Stockbridge as Finance Director of RFCL for a salary of £200,000 per annum (plus benefits and expenses). Mr Stockbridge is also entitled to a non-contractual bonus of 100 per cent. gross salary if the Club wins promotion from the SFL, share options, in the event that the Group’s shares are listed on any recognised exchange, with a value equivalent to two and a half times Mr Stockbridge’s annual salary. The agreement is terminable by RFCL either for causes or on 6 month’s notice and by Mr Stockbridge on 3 month’s notice. Following termination, Mr Stockbridge is restricted for 9 months from, without consent, directly or indirectly being employed by any football club in the top division in Scotland as a chief executive or similar role, soliciting any director/senior employee/player/youth player to leave RFCL or employing a director/senior employee/player/youth player who was employed within the 12 months preceding the date of termination.

2.2 Set out below is information on the employment and remuneration arrangements for the Executive Directors for the period commencing on Admission. As at 6 December 2012 (the latest practicable date prior to publication of this document), the Executive Directors are directors of the Company but not employees. On Admission the Executive Directors shall be directors of and employed by the Company on the following terms:

2.2.1 Charles Green

Under an agreement dated 7 December 2012 but effective on Admission, the Company shall employ Charles Green as Chief Executive of the Company for a salary of £360,000 per annum plus all reasonable expenses properly incurred and all accommodation and related cost and expenses including rent, utility charges and local taxes. Mr Green is also entitled to a bonus
of 100 per cent. of his gross salary in the event that the Club wins promotion from the SFL or otherwise transfers to another football league; and to participate in any share option or other incentive scheme adopted by the Company.

The agreement is terminable by the Company either for cause or on 12 month’s notice and by Mr Green on 3 months’ notice. At any time during Mr Green’s employment or during any period of notice, provided that the Company continues to pay Mr Green’s salary and provide all benefits, the Company is entitled to require Mr Green not to carry out his duties, not attend the workplace, return Company documentation and undertake work from home, to appoint another person to perform his duties and to instruct Mr Green not to communicate with clients, customers, suppliers, investors, employees, agents or representatives of the Group.

Following termination, Mr Green is restricted for 12 months from, without consent (i) directly or indirectly being employed by any business which is similar to or competitive with the business in Scotland of the Company with which Mr Green has been materially involved in the 12 months prior to termination of the agreement; (ii) soliciting any entity or person that was a customer, client, supplier or sponsor of the Rangers Group during the 12 months prior to termination of the agreement; and (iii) soliciting or employing any director/senior employee/player/youth player of the Rangers Group who was employed in the 12 months prior to termination of the agreement. The agreement is governed by Scots law.

2.2.2 Brian Stockbridge

Under an agreement dated 7 December 2012 but effective on Admission, the Company shall employ Brian Stockbridge as a Finance Director of the Company for a salary of £200,000 per annum and all reasonable expenses properly incurred. Mr Stockbridge is also entitled to a bonus of 100 per cent. of his gross salary in the event that the Club wins promotion from the SFL or otherwise transfers to another football league or to another division within a league and to participate in any share option or other incentive scheme adopted by the Company.

The agreement is terminable by the Company either for cause or on 12 month’s notice and by Mr Stockbridge on 3 months’ notice. At any time during Mr Stockbridge’s employment or during any period of notice, provided that the Company continues to pay Mr Stockbridge’s salary and provide all benefits, the Company is entitled to require Mr Stockbridge not to carry out his duties, not attend the workplace, return Company documentation and undertake work from home, to appoint another person to perform his duties and to instruct Mr Stockbridge not to communicate with clients, customers, suppliers, investors, employees, agents or representatives of the Rangers Group.

Following termination, Mr Stockbridge is restricted for 12 months from, without consent (i) directly or indirectly being employed by any business which is similar to or competitive with the business in Scotland of the Company with which Mr Stockbridge has been materially involved in the 12 months prior to termination of the agreement; (ii) soliciting any entity or person that was a customer, client, supplier or sponsor of the Rangers Group during the 12 months prior to termination of the agreement; and (iii) soliciting or employing any director/senior employee/player/youth player of the Rangers Group who was employed in the 12 months prior to termination of the agreement. The agreement is governed by Scots law.

2.3 Non-Executive Directors letters of appointment

2.3.1 Malcolm Murray

(i) Set out below is information on the current terms of appointment for Malcolm Murray as a non executive director of RFCL.

(ii) Under a Scottish law agreement dated 18 September 2012 (but to be effective on 14 June 2012), RFCL employed Malcolm Murray as a non-executive director of RFCL for a salary of £50,000 per annum. The agreement is terminable by RFCL either for cause or on 6 month’s notice and by Mr Murray on 6 month’s notice. Following termination, Mr Murray is restricted for 12 months from, without consent, soliciting
or enticing away any director or employee of RFCL, or knowingly employing or
procure employment by others; or soliciting or enticing away any person, who was a
customer of RFCL for the 12 months prior to the date of termination.

(iii) Set out below is information on the terms of appointment of Malcolm Murray for the
period commencing on Admission. As at 6 December 2012 (the latest practicable date
prior to publication of this document) Malcolm Murray is a director of the Company
but has no terms of appointment or engagement and is not an employee of the
Company. On Admission Malcolm Murray shall be appointed as a Non-Executive
Director of the Company on the following terms:

Under a letter of appointment dated 7 December 2012 (but to be effective on
Admission), the Company appointed Malcolm Murray as a Non-Executive Director of
the Company for a salary of £60,000 per annum and all reasonable out-of-pocket
expenses reasonably and properly incurred.

The agreement is terminable by the Company or Mr Murray on 1 months’ notice.
Standard confidentiality provisions also apply following the date of this letter. The
agreement is governed by Scots law.

Set out below is information on the terms of appointment for each of Ian Hart, Walter Smith, Phillip
Cartmell and Bryan Smart each of whom has been appointed by the Company as a director of the
Company as of the date of this document, each of whom having no terms of appointment or
engagement and not being employees of the Company. On Admission each of Ian Hart, Walter
Smith, Phillip Cartmell and Bryan Smart shall be appointed as Non Executive Directors of the
Company on the following terms:

2.3.2 Ian Hart
Under a letter of appointment dated 7 December 2012 (but to be effective on Admission),
the Company employed Ian Hart as a Non-Executive Director of the Company for a salary
of £40,000 per annum and all reasonable out-of-pocket expenses reasonably and
properly incurred. The agreement is terminable by the Company or Mr Hart or on 1 months’
notice. Standard confidentiality provisions also apply following the date of this letter. The
agreement is governed by Scots law.

2.3.3 Walter Smith
Under a letter of appointment dated 7 December 2012 (but to be effective on Admission),
the Company employed Walter Smith as a Non-Executive Director of the Company for a
salary of £50,000 per annum and all reasonable out-of-pocket expenses reasonably and
properly incurred. The agreement is terminable by the Company or Mr Smith for cause or on
1 months’ notice. Standard confidentiality provisions also apply following the date of this
letter. The agreement is governed by Scots law.

2.3.4 Phillip Cartmell
Under a letter of appointment dated 7 December 2012 (but to be effective on Admission),
the Company employed Phillip Cartmell as a Non-Executive Director of the Company for a
salary of £40,000 per annum and all reasonable out-of-pocket expenses reasonably and
properly incurred. The agreement is terminable by the Company or Mr Cartmell for cause or
on 1 months’ notice. Standard confidentiality provisions also apply following the date of this
letter. The agreement is governed by Scots law.

2.3.5 Bryan Smart
Under a letter of appointment dated 7 December 2012 (but to be effective on Admission),
the Company employed Bryan Smart as a Non-Executive Director of the Company for a
salary of £40,000 per annum and all reasonable out-of-pocket expenses reasonably and
properly incurred. The agreement is terminable by the Company or Mr Smart for cause or
on 1 months’ notice. Standard confidentiality provisions also apply following the date of
this letter. The agreement is governed by Scots law.
2.4 Save as set out in paragraph 2 of Part XII of this document, there are no existing or proposed service agreements or letters of appointment between any Director and any member of the Group providing for benefits upon termination of employment.

2.5 **Key Employees**

Set out below is information relating to the current employment and remuneration arrangements for those employees who are considered to be fundamental to the business of the RFCL Group and the Rangers Group during the financial period ended 31 August 2012 and for the period following Admission.

(a) **Imran Ahmad**

Under an employment agreement dated 7 December 2012 (but effective as at 1 June 2012) RFCL shall employ Imran Ahmad as Commercial Director of RFCL with a salary of £350,000 per annum plus all reasonable expenses properly incurred plus a bonus to be approved by the Chairman or Chief Executive based on commercial contracts negotiated by Mr Ahmad. The agreement is terminable by RFCL for cause or on 12 months’ notice and by Mr Ahmad on 3 months’ notice.

Following termination, Mr Ahmad is restricted for 12 months from, without consent (i) directly or indirectly being employed by any business which is similar to or competitive with the business in Scotland of RFCL with which Mr Ahmad has been materially involved in the 12 months prior to termination of the agreement; (ii) soliciting any entity or person that was a customer, client, supplier or sponsor of the RFCL Group during in the 12 months prior to termination of the agreement; and (iii) soliciting or employing any director/senior employee/player/youth player of the RFCL Group who was employed in the 12 months prior to termination of the agreement. The agreement is governed by Scots law.

(b) **Alistair McCoist**

Under an employment agreement dated 28 December 2010 (but effective as at 8 January 2007) and which transferred to RFCL pursuant to the APA A, further details of which are summarised in paragraph 12.1.1 of Part XIII of this document RFCL employs Alistair McCoist as the First Team Manager of the Club with a salary commensurate with his experience and the payment received by people similarly employed in the football industry, plus all business expenses reasonably and properly incurred. In addition, Mr McCoist is entitled to bonus payments should the following events occur:

(i) the Club wins the SPL and an additional bonus if this leads to automatic qualification to the Champions League Group;

(ii) the Club wins the Scottish Domestic Treble;

(iii) the Club qualifies for the Group Stage of the Champions League through the qualifying route;

(iv) on qualification as one of the last of the 16 teams in the Champions League, such bonuses as are payable by the Company to the players plus an additional 25 per cent.; and

(v) on receipt of prize money in respect of the European Competition (other than the Champions League), such bonuses as payable to the players.

The agreement is terminable by RFCL for cause or on 12 months’ notice and by Mr McCoist on 12 months’ notice.

RFCL has the right, at any time after any notice of termination to suspend Mr McCoist’s duties or require him to only perform specific tasks or duties. During this period RFCL must continue to pay Mr McCoist’s basic salary.

The agreement does not contain any restrictions on Mr McCoist following termination of the agreement. However, Mr McCoist is restricted during the course of his employment from, without consent, being employed, engaged, concerned or interested in any business,
prospective business or undertaking other than a member of the RFCL Group (other than being holding shares of loan capital of over 2 per cent. unless such holding is in an company in direct competition to the RFCL Group, in which case written consent of RFCL is required prior to the acquisition or variation of such holding).

2.6 Summary of remuneration and benefits

In the period ended 31 August 2012, the amount of remuneration paid (including any contingent or deferred compensation) and benefits in kind granted to each of the Directors and Key Employees by the RFCL Group for services in all capacities to the RFCL Group were as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Base salary and fees £’000</th>
<th>Bonus £’000</th>
<th>Benefits in kind £’000</th>
<th>Pensions £’000</th>
<th>Total 2012 £’000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Green</td>
<td>90</td>
<td>N/A</td>
<td>2</td>
<td>N/A</td>
<td>92</td>
</tr>
<tr>
<td>Brian Stockbridge</td>
<td>30</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>30</td>
</tr>
<tr>
<td>Malcolm Murray</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Imran Ahmad</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Ally McCoist</td>
<td>175</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>175</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>295</strong></td>
<td>N/A</td>
<td><strong>2</strong></td>
<td>N/A</td>
<td><strong>297</strong></td>
</tr>
</tbody>
</table>

1 Neither Malcolm Murray nor Imran Ahmad were paid during the period
2 Neither Malcolm Murray nor Imran Ahmad were paid during the period
3 Charles Green was entitled to private medical health cover with BUPA. RFCL paid for Charles Green to rent a flat in Glasgow from 9 July 2012 with a rental value of £1600 per month. RFCL also paid utility fees and council tax for the flat

All other Directors received no remuneration from the RFCL Group in this period ended 31 August 2012 or they had not yet been appointed. The Company was not incorporated until 16 November 2012 and none of the Directors nor Key Employees therefore received any remuneration or benefits from the Company for the financial period ended 31 August 2012 or prior to Admission.

3. Corporate Governance

As at 6 December 2012, being the latest practicable date prior to the publication of this document, the Company did not comply with the provision of the UK Corporate Governance Code as applicable to smaller listed companies (that is, companies below the FTSE 350), as it is a non-trading company and therefore the Directors believe that complying with such a code is inappropriate.

As at 6 December 2012, being the latest practicable date prior to the publication of this document, RFCL did not comply with the provision of the UK Corporate Governance Code as applicable to smaller listed companies (that is, companies below the FTSE 350), as it is a private, unquoted company. However, the directors of RFCL have put some corporate governance guidelines in place, including the separation of the Chairman and Chief Executive roles, as well as the establishment of a Remuneration Committee.

The Board is committed to the highest standards of corporate governance. Accordingly following Admission the Company shall voluntarily comply with the provisions of the UK Corporate Governance Code as applicable to smaller listed companies (that is, companies below the FTSE 350). Details of the members of the nomination committee, the remuneration committee and the audit committee of the Company following Admission are set out below in paragraphs 3.3, 3.4 and 3.5.

At all times, the Company will have a balanced and experienced Board who will seek to eliminate conflicts of interest. The Board will meet monthly and other times as necessary. The Board will provide leadership, strategic oversight and a controlled environment to sustain delivery of value to all shareholders and success to the Company.

3.1 The Board

The Company is controlled by the Board, which is responsible for the Company’s system of corporate governance. The Board comprises seven Directors, five of whom are non-executive Directors. The non-executive Directors possess a wide range of skills and experience, relevant to the development
of the Rangers Group, which complement those of the executive Directors, the non-executive Directors, Malcolm Murray, Ian Hart, Walter Smith, Phillip Cartmell and Bryan Smart are considered by the Board to be independent.

The Chairman operates in a non-executive capacity and is considered by the Board to be independent of management and free from any business or other relationship which could materially interfere with the exercise of his independent judgement.

In accordance with the UK Corporate Governance Code, all Directors will be subject to election by the shareholders at the first Annual General Meeting of the Company after their appointment, and, thereafter, at least every three years.

The terms of reference of the Chairman and Chief Executive Officer have been agreed with the Board and, in accordance with best practice, their roles remain separate.

The Board intends to schedule meetings on a regular basis approximately every month, with additional meetings when circumstances and business dictate.

3.2 **Board Committees**

In accordance with best practice, the Company has established audit, nomination and remuneration committees, with written terms of reference for each that deal with their respective authorities and duties. The full terms of reference of all the committees are available from the company secretary or can be located on the Company’s website (www.rangers.com).

3.3 **Audit Committee**

3.3.1 The audit committee is comprised entirely of independent non-executive Directors. It is chaired by Bryan Smart, who the Board considers has recent and relevant financial experience. The other members are Malcolm Murray and Phillip Cartmell.

3.3.2 The audit committee is expected to meet not less than two times per each financial year.

3.3.3 The audit committee is responsible for, amongst other things:

- making recommendations to the Board in relation to the appointment, terms of engagement, remuneration and resignation or dismissal of the Company’s external auditor;
- reviewing the Rangers Group’s annual accounts and interim reports prior to submission for approval to the Board focussing particularly on, *inter alia*, changes to the accounting policies;
- overseeing the relationship with the Company’s auditor, ensuring the independence and objectivity of the auditor;
- reviewing the effectiveness of the Rangers Group’s internal controls systems;
- reviewing the nature and extent of non-audit services supplied by the auditors;
- developing and implementing a policy on engagement of external auditor to supply non-audit services;
- reviewing the external auditor’s management letter and response; and
- reviewing the internal audit programme.

3.4 **Nomination Committee**

3.4.1 The nomination committee is comprised of entirely of independent non-executive Directors. It is chaired by Ian Hart and the other members are Bryan Smart and Malcolm Murray. The nomination committee is expected to meet not less than twice a year.

3.4.2 The nomination committee is responsible for, amongst other things:
• reviewing the structure, size and composition (including the skills, knowledge and experience) required of the Board and making recommendations to the Board with regard to any changes;
• identifying and nominating, for the approval of the Board, candidates to fill board vacancies as and when they arise;
• giving full consideration to succession planning for Directors and other senior executives;
• keeping under review the leadership needs of the Company, both executive and non-executive, with a view to ensuring the continued ability of the organisation to compete effectively in the market place; and
• reviewing annually the time required from non-executive Directors and evaluating whether they are spending enough time to fulfil their duties.

3.5 Remuneration Committee

3.5.1 The remuneration committee is comprised entirely of independent non-executive Directors. It is chaired by Phillip Cartmell and the other members are Walter Smith and Ian Hart. The committee is expected to meet not less than twice a year.

3.5.2 The remuneration committee is responsible for, amongst other things:
• making recommendations to the Board on the Company’s framework of executive remuneration and its cost;
• determining the specific remuneration packages of each executive Director including pension rights, incentive payments, share options and compensation payments;
• ensuring that performance-related elements of remuneration should form a significant proportion of the total remuneration package of executive directors and should be designed to align their interests with those of shareholders and to give such executives incentives to perform at the highest level;
• considering whether the executive directors should be eligible for annual bonuses and, if so, to consider an upper limit for such bonuses;
• considering whether the executive directors should be eligible for benefits under long-term incentive schemes;
• approving any amendments to be made to the rules of the share options schemes of the Rangers Group;
• considering the pension consequences and associated costs to the Company of basic salary increases and other changes in remuneration;
• approving the terms of any service agreement to be entered into with any executive director;
• considering what compensation commitments (including pension contributions) the executive directors’ service agreements, if any, would entail in the event of early termination;
• in early termination cases where the initial contract does not explicitly provide for compensation commitments, to tailor its approach (within legal constraints) to the circumstances; and
• agree the policy for authorising claims for expenses from the chief executive of the Company and the Chairman of the Board.
4. **Employees**

4.1 **The Rangers Group**

4.1.1 The average number of persons employed by the RFCL Group for the financial period ended 31 August 2012 was 176.

4.1.2 As at 6 December 2012 (being the latest practicable date prior to publication of this document) the RFCL Group employed 179 persons (including the executive Directors) and 73 match day employees, all based in Scotland.

4.1.3 The Company currently has no employees and has never had any employees.

5. **Directors’ and Key Employees’ Confirmations**

None of the Directors or Key Employees has during the last five years:

(a) been convicted in relation to a fraudulent offence;

(b) been associated with any bankruptcy, receivership or liquidation while acting in the capacity of a member of the administrative, management or supervisory body or senior management of any company;

(c) been subject to any official public incrimination and/or sanction by statutory or regulatory authorities (including designated professional bodies);

(d) been disqualified by a court from acting as a member of the administrative, management or supervisory bodies of any issuer or from acting in the management or conduct of the affairs of any issuer;

(e) been a partner in a partnership which, while he was a partner or within 12 months of his ceasing to be a partner, was put into compulsory liquidation or administration or which entered into any partnership or voluntary arrangement, or had a receiver appointed over any partnership asset;

(f) had a receiver appointed with respect to any assets belonging to him; or

(g) has been a director of a company which has been placed in receivership, compulsory liquidation, creditors’ voluntary liquidation or administration or which entered into any company voluntary arrangement or any composition or arrangement with its creditors generally or any class of creditors, at any time during which he was a director of that company or within 12 months after his ceasing to be a director, save for Phil Cartmell who was non-executive chairman of Medical Marketing International Group plc, a company which went into voluntary administration in September 2009. Phillip Cartmell was appointed as a non executive director of Medical Marketing International Group plc on 25 February 2008 to provide strategic management advice to the executive directors in relation to management differences. Management differences were not reaching a resolution and it became apparent in Autumn 2009 that management had become distracted to the extent that the company had become unable to meet its debts when due. The board of directors of the company appointed an administrator on 8 September 2009. As part of the administration creditors were paid in full but the liability on the long lease held by the company coupled with a potential claim by the founder against the company resulted in the company being put into creditors voluntary liquidation. At no time was Phillip Cartmell involved in the management of the company as his role was as a non executive director.

6. **Conflicts of Interest**

6.1 There are no actual or potential conflicts of interests between any duties owed by the Directors or Key Employees to RFCL or to the Company and their private interests and/or other duties he may also have save for their interests as holders of securities in RFCL as set out in paragraph 1.2 of Part XII of this document.

6.2 No Director has, or had during the financial period ended 31 August 2012 a material interest in any significant contract with the RFCL Group or the Rangers Group.

6.3 None of the Directors was selected to be a Director pursuant to any arrangement or understanding with any major customer, supplier or other person having a business connection with the RFCL Group or the Rangers Group.

6.4 There are no family relationships between any of the Directors.
7. **Directorships and Partnerships**

Save as set out below, neither any Director nor any Key Employee referred to in paragraph 2.4 above has held any directorships of any company, other than in relation to companies in the RFCL Group or the Rangers Group, or been a partner in a partnership at any time in the five years prior to the date of this document.

<table>
<thead>
<tr>
<th>Director name</th>
<th>Current Directorships</th>
<th>Past Directorships</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Alexander Green</td>
<td>ASDFGHJKL Limited</td>
<td>Formation Group Plc</td>
</tr>
<tr>
<td></td>
<td>MFP Castings Limited</td>
<td>HFG Limited</td>
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<tr>
<td></td>
<td></td>
<td>Our Enterprise Haslar Limited</td>
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<tr>
<td></td>
<td></td>
<td>Fort Blockhouse Partnership Limited</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Nova Resources Limited</td>
</tr>
<tr>
<td>Malcolm Alexander Murray</td>
<td>MWB Business Exchange Plc</td>
<td>GLG Partners Uk Holdings</td>
</tr>
<tr>
<td></td>
<td>AYE Ready Limited</td>
<td></td>
</tr>
<tr>
<td>Brian Stockbridge</td>
<td>ABI Markets Limited</td>
<td>Hacking &amp; Paterson Management Services</td>
</tr>
<tr>
<td></td>
<td>Stockbridge Capital Investment Limited</td>
<td>Cantine (Scotland) Limited</td>
</tr>
<tr>
<td></td>
<td>Stockbridge Capital Limited</td>
<td>Stobcross Street Property Company Limited</td>
</tr>
<tr>
<td>James Ian Henderson Hart</td>
<td>Pub Enterprises Limited</td>
<td>Lanero Property Company Limited</td>
</tr>
<tr>
<td></td>
<td>Jacksons Dog House Limited</td>
<td></td>
</tr>
<tr>
<td>Walter Ferguson Smith</td>
<td>Corac Group plc</td>
<td>Beezer Properties Limited</td>
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<tr>
<td></td>
<td>CSF Group plc</td>
<td>Roosternet Global LLP</td>
</tr>
<tr>
<td>Phillip Cartmell</td>
<td></td>
<td>Vega Group plc</td>
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<td></td>
<td></td>
<td>Trafficmaster plc</td>
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<td></td>
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<td>Alterian plc</td>
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<tr>
<td></td>
<td></td>
<td>Medical Marketing International Group plc</td>
</tr>
<tr>
<td>Bryan Smart</td>
<td>Brooklands Museum Trust Limited</td>
<td>Brooklands Estates Management Limited</td>
</tr>
<tr>
<td></td>
<td>Daimler Chrysler UK Trustees Limited</td>
<td>Carbo Tech AG</td>
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<tr>
<td></td>
<td>Greka Drilling Limited</td>
<td>Mercedes-Benz Brooklands Limited</td>
</tr>
<tr>
<td></td>
<td>Scotty Group Europe Limited</td>
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<tr>
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<td>Scotty Group plc</td>
<td>Mercedes-Benz Computer Services UK Limited</td>
</tr>
<tr>
<td></td>
<td>Tradelinens Limited</td>
<td>Mercedes-Benz Limited</td>
</tr>
<tr>
<td>Imran Ahmad</td>
<td>Albans Capital Limited</td>
<td></td>
</tr>
<tr>
<td>Alistair Murdoch McCoist</td>
<td>RT 1872 Limited</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mitchell’s Livestock Limited</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The East Kilbride Community Trust</td>
<td></td>
</tr>
</tbody>
</table>
1. **Responsibility**
The Directors, whose names appear at paragraph 1 of Part III of this document, and the Company accept responsibility for the information contained in this document. To the best of the knowledge of the Directors and the Company (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and contains no omission that is likely to affect its import.

2. **Corporate History**

2.1 The Company was incorporated in Scotland (where it is domiciled) on 16 November 2012 under the Act as a private company limited by shares with registration number SC 437060 with the name Rangers International Football Club plc. The Company will, conditional upon the Placing Agreement becoming unconditional in all respects save for Admission, acquire the entire issued share capital of RFCL pursuant to a share exchange agreement, further details of which are summarised in paragraph 12.1.8 of Part XIII of this document. RFCL was incorporated in Scotland (where it is domiciled) on 29 May 2012 under the Act as a private company limited by shares with registration number SC425159 for the purposes of acquiring the assets and business of the Club from RFC 2012 plc pursuant to the asset purchase agreement more particularly described in paragraph 12.1.8 of Part XIII of this document.

2.2 The Company changed its name to Rangers International Football Club plc on 27 November 2012. The Company shall be the holding company for the Rangers Group. Details of the Company’s subsidiaries are set out in paragraph 8 of Part XIII of this document. On 7 December 2012 the Company and the shareholders of RFCL entered into the Share Exchange Agreement (described in paragraph 12.1.8 of Part XIII) pursuant to which the Company shall acquire the entire issued share capital of RFCL and RFCL shall become the wholly owned subsidiary of the Company conditional upon the Placing Agreement becoming unconditional in all respects save for Admission. Immediately prior to completion of the Share Exchange Agreement and Admission, RFCL shall have an issued share capital of 33,415,200 ordinary shares of 1p each. On completion of the Share Exchange Agreement, the Company shall issue the Acquisition Shares to the shareholders of RFCL in consideration for the acquisition by the Company of the ordinary shares of 1p each constituting the entire issued share capital of RFCL.

2.3 The liability of the members of the Company is limited.

2.4 The Company’s registered office and principal place of business is Ibrox Stadium, Glasgow G51 2XD (tel. no. +44 0141 580 8647).

3. **Share capital**

3.1 The share capital of the Company on incorporation on 16 November 2012 was one unpaid ordinary subscriber share of £1 registered in the name of FFW Secretaries Limited. On 4 December 2012, the subscriber share was subdivided into 100 ordinary shares of 1p each. Save as described on this paragraph 3.1 of Part XIII, since the incorporation of the Company there have been no other changes to the share capital of the Company.

3.2 The share capital of RFCL on incorporation was £2 divided into 2 ordinary shares of £1 each which were both issued to Charles Green fully paid. Since the incorporation of RFCL there have been the following changes in the issued and fully paid up share capital of RFCL:

3.2.1 pursuant to ordinary and special written resolutions of RFCL passed on 29 May 2012 the issued and unissued ordinary shares in the capital of the Company were subdivided into ordinary shares of £0.01 each and the Directors were authorised to allot ordinary shares up
to an aggregate nominal amount equal to £100,000,000 until 29 May 2017 and to allot such shares for cash as if section 561(1) of the 2006 Act and any pre-emption rights in the articles of association of RFCL did not apply to any such allotment of shares.

3.2.2 on 31 October 2012 33,415,000 ordinary shares of 1p each were issued by the directors of RFCL.

3.3 The following table sets out the issued and fully paid share capital of the Company as at 6 December 2012 (the last practicable date prior to publication of this document):

<table>
<thead>
<tr>
<th>Ordinary Shares £</th>
<th>Ordinary Shares Number</th>
<th>Ordinary Shares Nominal Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issued</td>
<td>1</td>
<td>100</td>
</tr>
</tbody>
</table>

3.4 The following table sets out the issued and fully paid share capital of the Company as it is expected to be immediately following Admission (assuming that the maximum amount is raised pursuant to the Offer):

<table>
<thead>
<tr>
<th>Ordinary Shares £</th>
<th>Ordinary Shares Number</th>
<th>Ordinary Shares Nominal Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issued</td>
<td>719,437.71</td>
<td>71,943,771</td>
</tr>
</tbody>
</table>

3.5 The following table sets out the number of Ordinary Shares to be issued under the Offer and the Placing (assuming that the maximum amount is raised pursuant to the Offer):

<table>
<thead>
<tr>
<th>Ordinary Shares £</th>
<th>Ordinary Shares Number</th>
<th>Ordinary Shares Nominal Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offer</td>
<td>142,857.14</td>
<td>14,285,714</td>
</tr>
<tr>
<td>Placing</td>
<td>242,428.57</td>
<td>24,242,857</td>
</tr>
</tbody>
</table>

3.6 The following table sets out the number of ordinary shares in the capital of RFCL in issue from 29 May 2012 until the end of the financial period ending 31 August 2012 and which will be acquired by the Company pursuant to the Share Exchange Agreement, further details of which are set out in paragraph 12.1.8 of Part XIII of this document:

<table>
<thead>
<tr>
<th>Financial Period from 29 May 2012 to 31 August 2012</th>
<th>Number of ordinary shares in issue at commencement of period</th>
<th>Number of ordinary shares in issue at end of period</th>
</tr>
</thead>
<tbody>
<tr>
<td>29 May 2012 to 31 August 2012</td>
<td>2</td>
<td>25,340,200</td>
</tr>
</tbody>
</table>

3.7 On 4 December 2012 the Company passed ordinary and special resolutions to subdivide the ordinary shares of £1 each into Ordinary Shares of 1p each and the Directors were authorised to allot Ordinary Shares up to an aggregate nominal amount equal to £100,000,000 until 29 May 2017 and to allot such shares as if section 561(1) of the Act and any pre-emption rights in the articles of association of the Company did not apply to any such allotment of shares.

3.8 Pursuant to ordinary and special written resolutions passed on 7 December 2012 the shareholders of the Company resolved to:

3.8.1 adopt new articles of association;

3.8.2 authorise the directors of the Company to allot Ordinary Shares up to an amount as required for:

(i) the Offer Shares, the Placing Shares and the Acquisition Shares;

(ii) up to an aggregate nominal value equal to £250,000.00 following Admission provided that such allotment represents no more than one third of the aggregate nominal value of the Ordinary Share capital of the Company in issue following the allotment of the Ordinary Shares pursuant to sub-paragraph 3.8.2(i) above and provided that this authority shall, unless renewed, varied or revoked by the Company in general meeting expire on the date falling 15 months from the date of passing of this resolution or if
earlier at the conclusion of the next annual general meeting of the Company, save that the Company may at any time before such expiry make an offer or agreement which might require Ordinary Shares to be allotted after such expiry and the Directors may allot relevant securities to be allotted in pursuance of such offer or agreement notwithstanding that the authority hereby conferred has expired. This authority is in substitution for all previous authorities conferred on the Directors in accordance with section 551 of the Act.

(iii) the Directors were generally empowered pursuant to section 570 of the Act to allot equity securities (as defined in section 560 of the Act) for cash as if section 561(1) of the Act did not apply to any such allotment pursuant to the general authority conferred on them by paragraph 3.8.2(ii) above (as varied from time to time by the Company in general meeting) PROVIDED THAT such power shall be limited to: (i) the allotment of equity securities pursuant to sub-paragraphs 3.8.2(a)(i) to 3.8.2(a)(ii) (inclusive) above; (ii) the allotment of equity securities in connection with a rights issue or any other offer to holders of Ordinary Shares in proportion (as nearly as may be practicable) to their respective holdings and to holders of other equity securities as required by the rights of those securities or as the Directors otherwise consider necessary, but subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to treasury shares, fractional entitlements, record dates, legal or practical problems in or under the laws of any territory or the requirements of any regulatory body or stock exchange; and (iii) the allotment (otherwise than pursuant to sub-paragraphs 3.8.2(i) to 3.8.2(ii) (inclusive) above of equity securities up to an aggregate nominal amount of £36,000 representing 5 per cent. of the issued share capital of the Company following the allotment of the relevant equity securities pursuant to the authorities set out in sub-paragraphs 3.8.2(i) to 3.8.2(ii) (inclusive) above, and the power hereby conferred shall operate in substitution for and to the exclusion of any previous power given to the Directors pursuant to section 570 of the Act and shall expire on the conclusion of the next annual general meeting of the Company (unless renewed varied or revoked by the Company prior to or on that date) save that the Company may, before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of such offer or agreement notwithstanding that the power conferred by this resolution has expired.

3.9 It is anticipated that on 7 December 2012 the General Placing Shares will be provisionally allotted for subscription pursuant to the Placing Agreement conditional, inter alia, on Admission, at a price of 70 pence per General Placing Share, representing a premium of 69 pence over their nominal value of 1 pence, which is payable in full on subscription. The Placing Shares will be allotted pursuant to the authorities set out in paragraph 3.8 above.

3.10 It is anticipated the General Placing Shares will be issued on 19 December 2012 being the date of Admission.

3.11 As at 6 December 2012 (the latest practicable date prior to the publication of this document) the Company had not granted any share options/awards to directors and employees of the Rangers Group under any share incentive scheme. No share capital of the Company is under option or has been agreed conditionally or unconditionally put under option.

3.12 The Company remains subject to the continuing obligations of the AIM Rules with regard to the issue of securities for cash and the provisions of section 561 of the Act (which confers on shareholders rights of pre-emption in respect of the allotment of equity securities which are, or are to be, paid up in cash) apply to any new issued share capital of the Company which is not the subject of the disapplications referred to in paragraph 3.7.2 above.

3.13 The legislation under which the Ordinary Shares have been created is the Companies Act 2006 and regulations made under the Act. The Ordinary Shares are denominated in sterling. The ISIN of the Ordinary Shares is GB00B90T9275.
3.14 The Ordinary Shares are in registered form and capable of being held in uncertificated form and title to such shares may be transferred by means of a relevant system (as defined in the CREST Regulations).

4 Memorandum and Articles of Association

In accordance with Section 31 of the Act and the articles of association of the Company (the “Articles”), the objects of the Company are unrestricted.

4.1 Articles of Association

The following is a summary of the rights and restrictions attaching to the Ordinary Shares which are more fully set out in the Articles.

Copies of the Articles are available for inspection in the manner specified in paragraph 17 of this Part XIII.

4.1.1 Shares

4.1.1.1 Share Capital
The Company has a single class of share capital which is divided into ordinary shares of 1p each.

4.1.1.2 Share rights
Without prejudice to any special rights previously conferred on the holders of any shares or class of shares being used, the Company may issue shares with such rights or restrictions as the Company may by ordinary resolution determine or, subject to and in default of such determination, as the board shall determine.

4.1.1.3 Dividends
The Company may, by ordinary resolution, declare dividends to be paid to shareholders, but the amount of such dividends may not exceed the amount recommended by the directors. If the directors believe the dividends are justified by the profits of the Company available for distribution, they may pay interim dividends. If the share capital is divided into different classes, the board may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The board may also pay at intervals settled by it any dividend payable at a fixed rate if it appears to the board that the profits available for distribution justify the payment. Provided the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of interim dividends on any shares having deferred or non-preferred rights. Unless the share rights otherwise provide, all dividends shall be declared and paid pro rata according to the amounts paid on the shares on which the dividend is paid during any portion or portions of the period in respect of which the dividend is paid. Any dividend unclaimed for twelve years from the date on which it became due for payment shall, of the directors so resolve, be forfeited and shall revert to the Company. The directors may, if authorised by ordinary resolution, offer to any holders of shares the right to receive, in lieu of dividend, an allotment of new Ordinary Shares credited as fully paid.

4.1.1.4 Voting rights
At a general meeting of the Company, subject to any special rights or restrictions attached to any class of shares, on a show of hands every member present in person or by proxy has one vote, and on a poll every member present in person or by proxy has one vote for every share held by him.
No shareholder will be entitled to vote at a general meeting or any separate meeting of the holders of any class of shares in the Company in respect of any share held by him unless all moneys presently owed to the Company have been paid.

4.1.1.5 Liquidation
If the Company is in liquidation, the liquidator may, with the authority of a special resolution of the Company:

(a) divide among the members in specie the whole or part of the assets of the Company; or

(b) vest the whole or any part of the assets in trustees upon such trusts for the benefit of members as the liquidator, with the like authority, shall think fit.

4.1.1.6 Variation of Rights
Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, either with the written consent of the holders of three quarters in nominal value of the issued shares of the class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of the class. At every such separate meeting the necessary quorum is two persons holding, or representing by proxy, at least one-third of the issued shares of the class, except that at an adjourned meeting the quorum is any holder of shares of the class present in person or by proxy.

The special rights attached to any class of shares will not, otherwise than by a purchase or redemption by the Company of its own shares and by the allotment of other shares ranking in priority for payment of a dividend or in respect of capital or which confer on the holders voting rights more favourable than those conferred by such first mentioned shares, be otherwise deemed to be varied by: (a) the creation or issue of further shares ranking equally with or behind that class of shares; or (b) the purchase or redemption by the Company of any of its own shares.

4.1.1.7 Alteration of share capital
The Company may by ordinary resolution increase its share capital, consolidate or divide all or part of its share capital into shares of a larger amount, sub-divide its shares into shares of a smaller nominal amount and cancel any shares which have not been taken or agreed to be taken and reduce its share capital by the amount of the shares so cancelled.

The Company may, by special resolution, reduce its share capital or any share premium account or capital redemption reserve.

4.1.1.8 Directors’ power to allot
Subject as provided by of the Companies Acts relating to authority, pre-emption rights or otherwise and of any resolution of the Company in general meeting, all unissued shares are at the disposal of the directors who may allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of them on such terms and conditions, and at such times as they see fit.

4.1.1.9 Transfer of shares
Subject to the Articles, any member may transfer all or any of his or her certified shares in writing by an instrument of transfer in any usual form or in any other form which the board may approve. The board may, in its absolute discretion, decline to register any instrument of transfer of a certified share which is not a fully paid share or on which the Company has a lien. The board may decline to recognise any instrument of transfer relating to shares in certificated form unless
it is in respect of only one class of share, is in favour of not more than four transferees and it is lodged (duly stamped) at the registered office of the Company or at such other place as the board may appoint accompanied by the relevant share certificate(s) to which it relates and such other evidence as the board may reasonably require to show the right of the transferor to make the transfer. In the case of a transfer of shares in certificated form by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange, the lodgement of share certificates will only be necessary if and to the extent that certificates have been issued in respect of the shares in question. Subject to the Articles and the rules (as defined in the CREST Regulations), and apart from any class of wholly dematerialised security, the board may permit any class of shares in the Company to be held in uncertificated form and, subject to the Articles, title to uncertificated shares to be transferred by means of a relevant system.

4.1.1.10 Restrictions where notice under section 793 of the 2006 Act is not complied with

Section 793 of the 2006 Act confers on public companies the power to require information from members as to interests in voting shares. If at any time the board is satisfied that any member, or any other person appearing to be interested in shares held by such member, has been duly served with a notice under Section 793 of the 2006 Act and is in default for a period of 28 days in supplying to the Company the information thereby required, or, in purported compliance with such a notice, has made a statement which is false or inadequate in a material particular, then the board may, in its absolute discretion at any time thereafter by notice to such member direct that:

(a) in respect the shares in relation to which the default occurred (the “default shares”) the member shall not be entitled to vote at any shareholders’ meeting either in person or by proxy or exercise and other right conferred by membership in relation to meetings of the Company;

(b) where the default shares represent 0.25 per cent. or more of the total number of shares of a relevant class less any shares of that class held in treasury by the Company that:

(i) except in a liquidation of the Company, no payment shall be made of any sums due from the Company on the default shares, whether in respect of capital or dividend or otherwise, and the Company shall not meet any liability to pay interest on any such payment when it is finally paid to the member;

(ii) no other distribution shall be made on the default shares; and

(iii) no transfer of any of the shares held by such member shall be registered unless:

(A) the member is not himself in default as regards supplying the information requested and the transfer when presented for registration is accompanied by a certificate by the member in such form as the board may in its absolute discretion require to the effect that after due and careful enquiry the member is satisfied that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer; or

(B) the transfer is an approved transfer.
4.1.2 Directors

4.1.2.1 Appointment and replacement of Directors

Directors shall be no less than two and shall not be subject to any maximum in number. Directors may be appointed by the Company by ordinary resolution or by the board. A director appointed by the board holds office only until the next following AGM only until the next following annual general meeting and shall not be taken into account in determining the directors who are to retire by rotation at the meeting. At every AGM one-third of the directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to, but greater than, one-third shall retire from office; but, if there is only one director who is subject to retirement by rotation, he shall retire. The directors to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment, but as between persons who became or were last re-appointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. The board may from time to time appoint one or more directors to hold employment or executive office for such period (subject to the Companies Acts) and on such terms as they may determine and may revoke or terminate any such employment.

The Company may by ordinary resolution of which special notice has been given remove any director from office and elect another person in place of a director so removed.

The office of director shall be vacated if (i) he or she resigns (ii) an order if made by any court claiming that he or she is or may be suffering from a mental disorder, (iii) he or she is absent without permission of the board from meetings for six months and the board resolves that his or her office is vacated, (iv) he or she becomes bankrupt or makes any arrangement or composition with his creditors generally or shall apply to the court for an interim order under Section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that act, (v) he or she ceases to be a director by virtue of any provisions of the Companies Acts or these Articles or he or she is prohibited by law from being a director, or (vi) he is requested to resign in writing by not less than three quarters of the other directors.

4.1.2.2 Powers of the directors

The business of the Company will be managed by the board who may exercise all the powers of the Company, subject to the provisions of the Company’s memorandum of association, the Current Articles, the Companies Acts and any special resolution of the Company.

4.1.2.3 Directors’ fees

Remuneration of directors who do not hold executive office for their services (excluding amounts payable under any other provision of these Articles) are determined by the directors except that they may not exceed £250,000 per annum in aggregate or such higher amount as may be determined by ordinary resolution of shareholders. Any director who holds any executive office (including the office of chairman or deputy chairman), or who serves on any committee of the directors, or who otherwise performs services which in the opinion of the directors are outside the scope of the ordinary duties of a director, may be paid extra remuneration by way of salary, commission or otherwise or may receive such other benefits as the directors may determine.
4.1.2.4 Authorisation of Directors’ interests

Subject to the provisions of the Companies Act, and provided that he has disclosed to the board the nature and extent of any material interest of his, a director notwithstanding his office:

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

(b) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

(c) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

(d) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

4.1.2.5 Notification of interests

For the purposes of this paragraph 4.1.2.4 above:

(a) a general notice given to the board that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and

(b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

4.1.2.6 Exercise by Company of voting rights

The board may exercise the voting power conferred by the shares in any body corporate held or owned by the Company in such manner in all respects as it thinks fit (including the exercise thereof in favour of any resolution appointing its members or any of them directors of such body corporate, or voting or providing for the payment of remuneration to the directors of such body corporate).

4.1.2.7 Borrowing powers

The directors may exercise all the powers of the Company to borrow money, guarantee, indemnify, mortgage or charge its undertaking, property, assets (present and future) and uncalled capital and issue debenture and other securities.

The directors must restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries (if any) so as to secure (but as regards subsidiaries, only so far as by the exercise of such rights or powers of control the board can secure) so that the aggregate amount outstanding in respect of borrowings by the Group shall not, without an ordinary resolution of the Company, exceed a sum equal to three times the aggregate of the amount paid up or credited as or deemed to be paid up on the Company’s issued share capital and the total amount standing to the credit of the capital and revenue reserves of the Group as shown in the latest audited balance sheet of the Group (after certain customary adjustments).
4.1.2.8 Directors’ liabilities
Subject to companies legislation, every director and former director shall be indemnified by the Company against any liability attaching to him in connection with:

(a) civil or criminal proceedings in relation to the Company or an associated company (other than a liability incurred in defending proceedings brought by the Company or an associated company in which final judgment is given against the directors);

(b) criminal proceedings in relation to the Company or an associated company (other than a fine imposed in such proceedings, or a liability incurred in defending proceedings in which the director is convicted and the conviction is final);

(c) regulatory action taken by or a regulatory investigation by a regulatory authority in relation to the Company or an associated company (unless a sum is payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising));

(d) any application for relief:
   (i) under sections 144(3) or (4) of the 1985 Act or 661(3) or (4) of the 2006 Act (power of court to grant relief in case of acquisition of shares by innocent nominee), or
   (i) sections 727 of the 1985 Act or 1157 of the 2006 Act (general power of court to grant relief in case of honest and reasonable conduct),

unless the court refuses to grant the director relief, and the refusal of relief is final; or

(e) civil proceedings in relation to an occupational pension scheme of which the Company is a trustee in respect of liability incurred in connection with the Company's activities as a trustee of the scheme (other than a fine imposed in criminal proceedings, a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising) or a liability incurred in defending proceedings in which the director is convicted and the conviction is final).

4.1.2.9 Insurance
The directors may purchase and maintain insurance for a person who is, or was at any time, a director, officer or employee of the Company, any company within the Group or, any other body in which the Company is or has been interested of the Company against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund.

4.1.3 General Meetings
4.1.3.1 The Board may call general meetings whenever it thinks fit and on receipt of a requisition of members pursuant to the Companies Acts.

4.1.3.2 An AGM shall be called by notice of at least 21 clear days. All other general meetings shall be called by at least the minimum number of days’ notice permissible under the Companies Act.
4.1.3.3 A notice of meeting shall be given to each member of the Company (other than any who, under the Articles or the terms of an allotment or issue of shares, is not entitled to receive notice), to the directors and to the Company's auditors. Notices covering general meetings shall specify the place and time of the meeting, shall specify the general notice of the business to be transacted at the meeting, and if any resolutions are to be proposed as a special resolution, the notice shall contain a statement to that effect.

4.1.3.4 No business shall be transacted at any general meeting unless a quorum is present. Two members present in person or by proxy and entitled to vote shall be a quorum. The absence of a quorum does not prevent appointment of a chairman in accordance with the Articles, which shall not be treated as part of the business of the meeting.

4.1.3.5 Each director shall be entitled to attend and speak at a general meeting and at a separate meeting of the holders of a class of shares, whether or not he is a member.

4.1.3.6 A resolution put to the vote of a general meeting shall be decided on a show of hands unless, before or on the declaration of the result of a vote on the show of hands or on the withdrawal of any other demand for a poll, a poll is duly demanded. Subject to the provisions of the Companies Acts, a poll may be demanded by the chairman of the meeting; by not less than two members present in person or by proxy entitled to vote at the meeting by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting; or by any member or members present in person or by proxy holding shares conferring a right to vote at the meeting shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

4.1.3.7 A member is entitled to appoint another person as his proxy by notice in writing to the Company. A member may appoint more than one proxy to attend on the same occasion and may appoint different proxies to exercise the rights attaching to different shares held by him. A company which is a member of the Company may, by resolution of its directors or other governing body or by authority to be given under seal or under the hand of an officer duly authorised by it, authorise such a person as it thinks fit to act as its representative at a meeting of the Company or at any separate meeting of the holders of any class of shares.

4.1.4 Communications with Members

If notice of meeting is sent in electronic form the Company must have complied with all applicable regulatory requirements and the person entitled to receive such notice must have agreed that the notice can be sent to him in that way and not revoked that agreement or, in the case of a company, be deemed to have agreed to receive notice in that way by a provision in the Companies Acts. Provided that the Company has complied with all applicable legal requirements the Company may send or supply a notice of meeting by making it available on a website.

4.2 Mandatory Takeover Bids, Squeeze-out and Sell-out Rules

4.2.1 Mandatory bid

The Takeover Code applies to the Company. Under Rule 9 of the Takeover Code, if:

(a) a person acquires an interest in shares in the Company which, when taken together with shares already held by him or persons acting in concert with him, carry 30 per cent. or more of the voting rights in the Company; or

(b) a person who, together with persons acting in concert with him, is interested in not less than 30 per cent. and not more than 50 per cent. of the voting rights in the Company acquires additional interests in shares which increase the percentage of shares carrying voting rights in which that person is interested,
the acquirer and, depending on the circumstances, its concert parties, would be required (except with the consent of the Panel) to make a cash offer for the outstanding shares in the Company at a price not less than the highest price paid for any interests in the Ordinary Shares by the acquirer or its concert parties during the previous 12 months.

4.2.2 Compulsory Acquisition

4.2.2.1 Under sections 974 to 991 of the 2006 Act, if an offeror acquires or contracts to acquire (pursuant to a takeover offer) not less than 90 per cent. of the shares (in value and by voting rights) to which such offer relates it may then compulsorily acquire the outstanding shares not assented to the offer. It would do so by sending a notice to outstanding holders of shares telling them that it will compulsorily acquire their shares and then, six weeks later, it would execute a transfer of the outstanding shares in its favour and pay the consideration to the Company, which would hold the consideration on trust for the outstanding holders of shares. The consideration offered to the holders whose shares are compulsorily acquired under the 2006 Act must, in general, be the same as the consideration that was available under the takeover offer.

4.2.2.2 In addition, pursuant to section 983 of the 2006 Act, if an offeror acquires or agrees to acquire not less than 90 per cent. of the shares (in value and by voting rights) to which the offer relates, any holder of shares to which the offer relates who has not accepted the offer may require the offeror to acquire his shares on the same terms as the takeover offer. The offeror would be required to give any holder of shares notice of his right to be bought out within one month of that right arising. Sell-out rights cannot be exercised after the end of the period of three months from the last date on which the offer can be accepted or, if later, three months from the date on which the notice is served on the holder of shares notifying them of their sell-out rights. If a holder of shares exercises his/ her rights, the offeror is bound to acquire those shares on the terms of the offer or on such other terms as may be agreed.

5. Major Interests in Shares

5.1 So far as the Company is aware, as at 6 December 2012 (being the latest practicable date prior to publication of this document) the following persons (other than the Directors) hold directly or indirectly three per cent. or more of RFCL's voting rights (which on completion of the Share Exchange Agreement (described in paragraph 12.1.12 of Part XIII of this document) shall be holdings of the Company’s voting rights):

<table>
<thead>
<tr>
<th>Shareholder</th>
<th>Number of Ordinary Shares</th>
<th>Percentage holding of Ordinary voting rights</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Green</td>
<td>5,000,200</td>
<td>14.96%</td>
</tr>
<tr>
<td>Blue Pitch Holding</td>
<td>4,000,000</td>
<td>11.97%</td>
</tr>
<tr>
<td>Mike Ashley</td>
<td>3,000,000</td>
<td>8.98%</td>
</tr>
<tr>
<td>Margarita Funds Holding Trust</td>
<td>2,600,000</td>
<td>7.78%</td>
</tr>
<tr>
<td>Richard Hughes</td>
<td>2,200,000</td>
<td>6.58%</td>
</tr>
<tr>
<td>Imran Ahmad</td>
<td>2,200,000</td>
<td>6.58%</td>
</tr>
<tr>
<td>Craig Mather</td>
<td>1,800,000</td>
<td>5.39%</td>
</tr>
<tr>
<td>Norne Anstalt</td>
<td>1,200,000</td>
<td>3.59%</td>
</tr>
</tbody>
</table>
5.2 So far as the Company is aware, immediately following Admission and assuming no Offer Shares are issued, the following persons hold directly or indirectly three per cent. or more of the Company’s voting rights, (assuming no Offer Shares are issued):

<table>
<thead>
<tr>
<th>Shareholder</th>
<th>Number of Ordinary Shares</th>
<th>Percentage holding of Ordinary voting rights</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Green</td>
<td>5,000,200</td>
<td>8.67%</td>
</tr>
<tr>
<td>Hargreave Hale Limited</td>
<td>4,949,000</td>
<td>8.58%</td>
</tr>
<tr>
<td>Artemis Investment Management LLP</td>
<td>4,286,000</td>
<td>7.43%</td>
</tr>
<tr>
<td>Blue Pitch Holding</td>
<td>4,000,000</td>
<td>6.94%</td>
</tr>
<tr>
<td>Mike Ashley</td>
<td>3,000,000</td>
<td>5.20%</td>
</tr>
<tr>
<td>Margarita Funds Holding Trust</td>
<td>2,600,000</td>
<td>4.51%</td>
</tr>
<tr>
<td>Cazenove Capital Management Limited</td>
<td>2,450,000</td>
<td>4.25%</td>
</tr>
<tr>
<td>Richard Hughes</td>
<td>2,200,000</td>
<td>3.82%</td>
</tr>
<tr>
<td>Imran Ahmad</td>
<td>2,200,000</td>
<td>3.82%</td>
</tr>
<tr>
<td>Legal &amp; General Investment Management Limited</td>
<td>2,000,000</td>
<td>3.47%</td>
</tr>
<tr>
<td>Insight Investment Management (Global) Limited</td>
<td>1,900,000</td>
<td>3.30%</td>
</tr>
<tr>
<td>Craig Mather</td>
<td>1,800,000</td>
<td>3.12%</td>
</tr>
</tbody>
</table>

5.3 Save as set out in paragraphs 5.1 and 5.2 of Part XIII of this document, the Company is not aware of any person who holds, or who will immediately following the Admission hold, as shareholder (within the meaning of the Disclosure Rules and Transparency Rules published by the FSA), directly or indirectly, three per cent. or more of the voting rights of the Company.

5.4 None of the Shareholders referred to in paragraphs 5.1 and 5.2 above has different voting rights from any other holder of ordinary shares in respect of any ordinary shares held by them (which on completion of the Share Exchange Agreement (described in Paragraph 12.1.8 of Part XIII of this document) shall be the Ordinary Shares).

5.5 The Company is not aware of any person who immediately following Admission, directly or indirectly, jointly or severally, will own or could exercise control over the Company.

5.6 The Company is not aware of any arrangement, the operation of which may at a date subsequent to this document result in a change in control of the Company.

5.7 Save as set out in this paragraph 5 of Part XIII and to the extent known to the Company, there are no major shareholders or members of its management, supervisory or administrative bodies which intend to subscribe for Ordinary Shares in the Placing and/or Offer, or any persons which intend to subscribe for more than 5 per cent. of the Ordinary Shares to be issued pursuant to the Placing and/or Offer.

6. **Employee share plans**

   No member of the RFCL Group nor the Rangers Group has implemented any share incentive plans for employees of the RFCL Group or the Rangers Group.

7. **Property and environment**

   7.1 The following properties are the principal properties occupied by the RFCL Group and which on Admission will be occupied by the Rangers Group:

<table>
<thead>
<tr>
<th>Location</th>
<th>Division</th>
<th>Tenure</th>
<th>Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ibrox Stadium, Scotland</td>
<td>Group</td>
<td>Heritable Property</td>
<td>Stadium</td>
</tr>
<tr>
<td>Murray Park, Scotland</td>
<td>Group</td>
<td>Heritable Property</td>
<td>Training Ground</td>
</tr>
<tr>
<td>Albion Car Park&lt;sup&gt;(i)&lt;/sup&gt;</td>
<td>Group</td>
<td>Leasehold/Heritable Property</td>
<td>Car park</td>
</tr>
</tbody>
</table>

(i) RFCL has entered into a missive in relation to the Albion car park, further details of which are summarised in paragraph 12.1.5 of Part XIII of this document.

(ii) RFCL has entered into a missive in relation to Edmiston House, further details of which are set out in paragraph 12.1.6 of Part XIII of this document.
Neither the RFCL Group nor the Rangers Group is aware of any environmental issues which may affect the RFCL Group’s or the Rangers Group’s utilisation of its tangible fixed assets.

8. **Subsidiaries**

8.1 RFCL is the holding company of the RFCL Group. The Company will, on completion of the Acquisition, be the holding company of the Rangers Group.

8.2 The significant subsidiary undertakings are set out in the table below. The proportion of share capital directly or indirectly owned in each of these companies is set out below. The issued share capital of each company is fully paid.

<table>
<thead>
<tr>
<th>Company name</th>
<th>Country of Incorporation</th>
<th>Percentage of share capital owned by</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Rangers Football Club Limited</td>
<td>Scotland</td>
<td>100</td>
</tr>
<tr>
<td>Rangers.co.uk Limited</td>
<td>Scotland</td>
<td>100</td>
</tr>
<tr>
<td>Rangers Financial Services Limited</td>
<td>Scotland</td>
<td>100</td>
</tr>
<tr>
<td>Rangers Media Investments Limited</td>
<td>Scotland</td>
<td>100</td>
</tr>
<tr>
<td>Rangers Shop Limited</td>
<td>Scotland</td>
<td>100</td>
</tr>
<tr>
<td>Rangers Youth Development Limited</td>
<td>Scotland</td>
<td>100</td>
</tr>
<tr>
<td>Garrion Security Services Limited</td>
<td>Scotland</td>
<td>100</td>
</tr>
</tbody>
</table>

8.3 Pursuant to the Rangers Retail SHA, RFCL has a beneficial interest in 51 per cent. of the share capital of Rangers Retail Limited and is awaiting confirmation that such shares have been registered in the name of RFCL.

8.4 Save as described in paragraphs 8.2 and 8.3 of Part XIII of this document, there are no undertakings in which RFCL or the Company holds a proportion of the capital which are likely to have a significant effect on the assessment of the RFCL Group’s or the Rangers Group’s assets and liabilities, financial position or profits and losses.

9. **Working capital**

9.1 For the purposes of the Prospectus Rules, the Company is of the opinion that the Rangers Group has sufficient working capital for its present requirements, that is, for at least the 12 months following the date of publication of this document.

9.2 For the purposes of the AIM Rules, the Directors of the Company are of the opinion that, having made due and careful enquiry, the Rangers Group has sufficient working capital for its present requirements, that is, for at least the 12 months following the date of Admission.

10. **Significant change**

10.1 There has been no significant change in the financial or trading position of the RFCL Group since 31 August 2012, the date to which the historical financial information set out in Part IX of this document was prepared, save for the additional issue of 8,075,000 ordinary shares through a pre-IPO fundraising for a total consideration of £5,575,000 which has been received by RFCL in cash as described on note 29 of Part IX.

10.2 There has been no significant change in the financial or trading position of the Company since its incorporation.

10.3 No material changes have occurred to the RFCL Group’s property portfolio since 10 October 2012, the date of DM Hall LLP’s valuation report contained in Part XI of this document.
11. Litigation

11.1 Other than as set out at paragraphs 11.2 and 11.3 below, there has been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which any member of the RFCL Group is aware) which may have, or have had during the 12 months preceding the date of this document a significant effect on the financial position or profitability of the RFCL Group.

11.2 On 5 May 2006 Rangers.co.uk Limited (a wholly-owned subsidiary of the RFCL) and RFC 2012 plc entered into any agreement with Premium TV Limited (now called Perform Media Services Limited) (“PTV”) for web hosting, content management, mobile and other services for an annual fee of £265,620 plus 5 per cent. of net sales (or £35,000) in relation to an online shop and other commissions (the “Services Agreement”). The Company acquired the shares in Rangers.co.uk Limited under the terms of the APA (details of which are set out in paragraph 12.1.1 of Part XIII) but did not acquire the contract entered into by Rangers.co.uk Limited as part of the asset purchase agreement (described in more detail in paragraph 12.1.1 of this Part XIII (being an excluded contract)). The Company informed PTV that the Services Agreement had not been assigned to the Company and that all intellectual property rights should be returned to the Company as these had been acquired by the Company under the APA. In a letter dated 15 October 2012 addressed to the Company, PTV claimed that Rangers.co.uk Limited is jointly and severally liable with RFC 2012 plc for all debts under the Services Agreement. PTV claimed that the amount due to them was £357,014 in relation to fees and commissions and that its costs and losses total in excess of £1,300,000, including the loss of ongoing amounts that would have been payable under the Services Agreement had it been performed for the remainder of its term. However, PTV stated that it was prepared to release Rangers.co.uk Limited and RFCL from all liability in return for: (i) £850,000 payable (excluding VAT) by 31 October 2012; and (ii) Rangers.co.uk Limited and RFCL agreeing that PTV can retain any revenues collected under the Services Agreement.

FFW wrote to PTV on 24 October 2012 on behalf of RFCL stating that RFCL’s subsidiary Rangers.co.uk Limited is non-trading, has no assets and that even if a claim was substantiated, Rangers.co.uk Limited would not be in a position to meet any claim made against it. The letter also stated that directors of Rangers.co.uk Limited were applying for the dissolution of Rangers.co.uk Limited and that PTV do not have a claim against RFCL. No response to this letter has been received by RFCL. As RFCL has no liability to PTV and as Rangers.co.uk is non trading the Directors do not consider that this may have any significant effect on the Rangers Group’s financial position or profitability.

11.3 Certain players of RFC 2012 plc (Alan McGregor, Kyle Lafferty, Rhys McCabe, Sone Aluko, Steven Davis, John Fleck, Steven Naismith, Steven Whittaker and Jamie Ness) purported to object to the transfer of their contracts of employment to RFCL pursuant to TUPE. RFCL maintains that these purported objections were incompetent and that the players instead unilaterally terminated their contracts of employment in an unlawful manner. Arbitration proceedings under Article 99 of the Articles of Association of the SFA were commenced on 5 July 2012 in the name of RFC 2012 plc. Any damages due would be payable to RFCL. RFCL was not a member of the SFA at that time and therefore the reference had to be made by RFC 2012 plc. RFC 2012 plc accepts that it has no financial interest in the outcome.

Discussions took place with representatives of some of the players and agreements have now been reached with Steven Davis, John Fleck and Rhys McCabe. Representatives acting on behalf of the remaining players have challenged RFCL’s rights to participate in the process in any capacity given that it was not a member of the SFA at the time of the alleged breaches of contract and the date of the reference to the SFA under Article 99. A preliminary hearing has been fixed for 7 January 2013 at which these jurisdictional challenges will be determined. If RFCL is successful at this hearing, then the claims against the remaining players will proceed to a full hearing. At this point it is anticipate that such a full hearing will take place in March or April of 2013. Preliminary advice from senior counsel is that RFCL’s prospects of winning these preliminary arguments are good. However, it is not currently possible to quantify these claims in full.
The only financial liability that RFCL could incur as a result of the Article 99 process is an award of expenses in the event that it is unsuccessful in its claims against the players. It is far from certain that such an award of expenses would be made, even if RFCL lost the case. In any event it is not anticipated that these costs would exceed £30,000.

11.4 PFA Scotland has raised an employment tribunal claim against RFCL on behalf of 67 unnamed players at the employment tribunal in Glasgow. The claim relates to an alleged failure on behalf of RFC 2012 plc to inform and consult with affected employees prior to the TUPE transfer on 14 June 2012. Both RFCL and Rangers 2012 plc have been cited and compensation can be awarded on a joint and several basis. RFCL’s advisers have taken issue with PFA’s right to bring such a claim on behalf of the players. Senior counsel’s advice has been taken on the matter and a robust opinion has been given to the effect that PFA Scotland has no locus or standing to raise such a claim. RFCL advisers are therefore attempting to have the employment tribunal fix a pre-hearing review at which this issue can be finally determined. If RFCL’s preliminary challenge to the bringing of this claim is successful that will be the end of the matter. It is not currently possible to quantify these claims in full.

11.5 Sone Aluko, Kyle Lafferty and Jamie Ness have raised employment tribunal claims against Newco. They claim constructive dismissal. RFCL has challenged the right of these players to bring such claims for a number of separate jurisdictional reasons, but in any event these are low value claims. The players were all employed by new clubs almost immediately on financial terms which we understand are at least as beneficial as those they enjoyed with RFC 2012 plc. The Club’s advisers believe that these claims have simply been lodged for tactical purposes that relate to the SFA arbitration described in paragraph 11.3 above. It is not currently possible to quantify these claims in full.

11.6 There has been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which any member of the Rangers Group is aware) which may have, or have had during the 12 months preceding the date of this document a significant effect on the financial position or profitability of the Rangers Group.

12. Material contracts

12.1 The following are all of the contracts, not being contracts entered into in the ordinary course of business, which: (i) are or may be material to the RFCL Group, and have been entered into by and/or a member of the RFCL Group within the two years immediately preceding the date of this document; or (ii) (regardless of when entered into) contain provisions under which a member of the RFCL Group has an obligation or entitlement which is or may be material to the RFCL Group, as at the date of this document:

12.1.1 Asset Purchase Agreement

On 14 June 2012 RFCL entered into an asset purchase agreement with RFC 2012 plc acting by its administrators pursuant to which RFCL agreed to purchase certain assets and liabilities comprised in the business owned by RFC 2012 plc known as the Rangers Football Club (the “APA”). RFCL purchased Ibrox Stadium, Murray Park, the Albion car park lease, the SPL share, the player registrations, intellectual property rights, SPL monies and season ticket monies player transfer receipts, certain contracts and other assets. RFCL excluded from the purchase any creditors or liabilities of RFC 2012 plc prior to the completion date and including any liability to HMRC or to other football clubs (save that the 5 Way Agreement, further details of which are set out in paragraph 12.1.11 below, required RFCL to take responsibility for football creditors). Completion of the APA took place on 14 June 2012. The consideration paid by RFCL to the Club 2012 pursuant to the APA was £5,500,000, which was paid in cash on completion. In addition, RFCL paid £500,000 on completion of the APA to the administrators of RFC 2012 plc to fund a shortfall in working capital relating to the business acquired by RFCL. The APA contains no warranties or indemnification provisions relating to any breaches of the Agreement by RFC 2012 plc. The APA contains indemnities from RFCL to the RFC 2012 plc and its administrators relating to the following:

(a) all obligations, liabilities and responsibilities relating to the specified contracts acquired by RFCL (which excluded Ticketus, PTV and certain others) arising following completion;
(b) any claims made or losses suffered in respect of any of the employees (including those which arise by virtue of TUPE including any failure by RFCL to comply with its obligations and in respect of any failure by RFCL or the Administrators to comply with the Trade Unions and Labour Relations (Consolidation) Act 1992);

(c) any claim or loss as a result of any failure by RFCL to pay the salaries of the employees (including PAYE and National Insurance) during June 2012;

(d) all claims and losses brought or established by any person arising out of or in relation to or by reason of any breach of use of data in the databases of RFC 2012 plc by RFCL or any act error or omission of RFCL under the Data Protection Act 1988;

(e) all liabilities, costs and expenses in relation to RFCL taking over leasing, lease purchase, conditional sale, rental or other like agreements;

(f) all liabilities, costs and expenses and claims in relation to (i) RFCL's use of and/or acts and/or omissions in respect of certain leased items following completion and (ii) RFCL's failure to, upon the request/demand of proprietors/owners of any leased item, allow the leased item in question to be uplifted by the proprietors/owners;

(g) any claims arising out of giving possession of any asset that is not owned by RFC 2012 plc to RFCL;

(h) any claim that title to any specified asset has been reserved by a third party or that third party may have rights in respect of any good into which any such assets may have been incorporated or mixed with or which have been incorporated or mixed with any such asset;

(i) any claim arising directly or indirectly as a result of the specified assets being subject of leasing, lease purchase, conditional sale, rental or other like agreements;

(j) any claim arising from the absence of or deficiency in any licence, consent or permission necessary or desirable for the purpose of carrying on the business or any other activities for which RFCL may wish to use the specified assets; and

(k) all claims, proceedings, demand, losses or liabilities suffered or incurred by RFC 2012 plc and/or its administrators in connection with the business of RFC 2012 plc and the specified assets, whether arising before or after completion but only to the extent that such claims, proceedings, demand, losses or liabilities relate to any period or act, omission or circumstances occurring after completion.

The APA is governed by Scots law and the parties agreed to the non-exclusive jurisdiction of the Scottish Court.

12.1.2 Variation and Release of Charles Green option

On 17 September 2012 RFCL and Charles Green entered into a service agreement (further details of which are set out in paragraph 2 of Part XII) pursuant to which Charles Green was granted an option as approved by the Board on 29 May 2012 (the “Option”) to subscribe for ordinary shares of 1p each in RFCL, subject to and on the fulfillment of certain conditions, at an exercise price £0.01 per ordinary share (the “Exercise Price”) exercisable at any time during the period of 18 months from 29 May 2012 or, on Admission, if earlier (the “Option Period”). In accordance with the provisions of the Share Exchange Agreement on 31 October 2012 RFCL and Charles Green entered into a letter agreement pursuant to which it was agreed that Charles Green shall exercise the Option and RFCL shall issue to Charles Green 5,000,000 ordinary shares in RFCL upon payment to the Company by Charles Green of the Exercise Price (the “Option Shares”) provided that: (a) RFCL shall have received £10 million of equity capital from new investors; and (b) the entire issued share capital of RFCL is admitted to trading on AIM or a recognised investment exchange (together the “Conditions Subsequent”). It was further agreed that in the event that both of the Conditions Subsequent are not satisfied within the Option Period, 2,800,000 of the Option Shares will be transferred.
at the Exercise Price either to RFCL (in accordance with the provisions of its Articles of Association and the provisions of the Act) or to such other person as RFCL shall direct. Charles Green agreed to indemnify RFCL in respect of any income tax and national insurance contributions that may be payable in connection with the exercise of the Option and subscription for Option Shares. The Option Shares were issued to Charles Green on 31 October 2012. On 7 December 2012 it was agreed between Charles Green, RFCL and the Company that the allotment of Option Shares on 31 October 2012 would represent full and final exercise of the Option and no further shares would be allotted to Charles Green pursuant to the Option. Charles Green entered into a letter dated 5 December 2012 confirming that the option had been exercised in full upon the issue of 5,000,000 ordinary shares in RFCL to him on 31 October 2012.

12.1.3 Sports Direct joint venture

On 31 July 2012 RFCL entered into a joint venture shareholders’ agreement (the “Rangers Retail SHA”) with SDI Retail Services Limited ("SDI") relating to terms under which the joint venture vehicle Rangers Retail Limited (“Rangers Retail”) would operate with RFCL holding 51 per cent. of Rangers Retail. Through Rangers Retail the parties agree to run jointly the production, supply and sale of branded products and carry out retail activity at the Club’s superstore at Ibrox and on the Club’s online webstore.

Under the Rangers Retail SHA, each of RFCL and SDI have the right to appoint two directors, SDI is to be responsible for day to day management including the provision of accounting and retail-related services and Sportsdirect.com Retail Limited (an affiliate of SDI) agrees to provide a facility of £1.5 million to Rangers Retail available for drawdown for a period of 5 years at an interest rate of Barclays Bank’s pass through rate from time-to-time and interest is to be capitalised. Any sums drawn down under the facility would be secured by a debenture to be given by Rangers Retail over all its freehold and leasehold property. The loan facility and debenture have not yet been entered into.

The Rangers Retail SHA contains restrictions on share transfers, reserved matters and other provisions common to joint venture agreements. The agreement contains deadlock provisions which require deadlock matters to be referred to senior management of the shareholders and then to mediation. If the deadlock matter has not been resolved then SDI has the right to acquire RFCLs shareholding at a set price (50 per cent. of the profits of Rangers Retail in the previous twelve months). If this buyout takes place, SDI agrees to procure that a royalty according to a formula is paid by Rangers Retail to RFCL in consideration for rights under an intellectual property licence agreement relating to the grant of an exclusive worldwide licence of certain intellectual property rights of RFCL to Rangers Retail in return for Rangers Retail producing kit and branded products (at cost price plus 10 per cent.) (the “IP Licence Agreement”). Mandatory share transfer provisions apply at the same transfer price where a shareholder undergoes a change of control or an event of default (including insolvency, material breach or if the IP Licence Agreement is validly terminated). The Rangers Retail SHA is governed by English law.

Under the IP Licence Agreement RFCL agrees to indemnify Rangers Retail against loss arising out of a third-party intellectual property claims in respect of RFCL’s intellectual property rights. In turn, Rangers Retail agrees to indemnify RFCL against loss arising out of similar third-party claims in respect of intellectual property rights other than RFCL’s rights.

12.1.4 JJB Joint Venture

On 13 August 2012 RFCL entered into an agreement with JJB Sports plc (“JJB”), pursuant to which the parties agreed that they would:

(a) terminate the licence agreement JJB had originally entered into with RFC 2012 plc dated 8 March 2006 (the “Original Licence Agreement”);

(b) transfer the operation of the Club’s superstore at Ibrox to RFCL; and
record various terms of settlement including that all store employees would move across to RFCL under TUPE provisions, existing contracts and orders would be assumed by RFCL, JJB would cease to be able to use RFCL’s intellectual property and certain existing and new stock would be supplied to JJB at wholesale prices and on agreed terms.

Indemnities were given by RFCL to JJB in respect of: (i) payables outstanding at closing and JJB’s obligations under contracts being assumed after closing but excluding an order with Umbro; (ii) claims that RFC 2012 plc or the administrators of RFC 2012 plc may bring against JJB in respect of the Original Licence Agreement; (iii) losses suffered by JJB from breaches of replica kit supply obligations of RFCL to JJB; (iv) claims in relation to the employees assumed by RFCL on or after closing or before closing if RFCL breaches TUPE obligations to provide information to JJB; (v) liabilities in relation to terminating the employment of an assumed employee who remains an employee of JJB after closing; and (vi) claims in relation to obligations after closing under the agreements assigned by JJB to RFCL.

Indemnities were given by JJB to RFCL if RFCL is unable to redeploy and has to terminate the employment of a person other than an employee being assumed by RFCL whose employment is regarded as transferred to RFCL.

The agreement is governed by English law and will terminate at 23:59 on 31 May 2013 but this is without prejudice to accrued rights and obligations.

12.1.5 Agreement for the surrender of Albion car park lease

RFCL concluded legally binding missives with Capital Bank Property Investments (6) Limited (“the Head Tenant”) on 22 November 2012 creating an option in favour of RFCL to procure a renunciation from the Head Tenant of its interest in the head lease of the subject known as Albion Street Car Park, Broomloan Road, Glasgow, being the subjects registered in the Land Register under Title Number GLA68492 (“the Property”) simultaneously with the Head Tenant being obliged to accept a surrender from RFCL of its interest as sub-tenants under its sub-lease of the Property. The main terms of the missives are as follows:-

12.1.5.1 RFCL has paid on conclusion of the missives a deposit of one hundred and fifty thousand pounds (£150,000) sterling (plus VAT) which is being held on joint deposit in an interest bearing account in the joint names of RFCL’s solicitors and the head tenant’s solicitors. If RFCL exercises the option to accept the renunciation of the head lease and require the Head Tenant to accept a surrender from the RFCL of its interest in the sub-tenants under the sub-lease then the deposit shall be treated as a payment to account of the total consideration payable by the Company of one million five hundred thousand (£1,500,000) sterling (plus VAT). If RFCL does not exercise such rights under the missives by 15 January 2013 then the deposit shall be uplifted and paid to the Head Tenant.

12.1.5.2 The consideration payable by RFCL at completion of the missives is one million five hundred thousand pounds (£1,500,000) sterling (plus VAT). The deposit together with any interest accrued thereon shall be treated as a payment to account in respect of such sum. Completion is to be two working days after RFCL serves written notice on the Head Tenant exercising the option in favour of RFCL described above.

12.1.5.3 At completion the Head Tenant will deliver a waiver in favour of RFCL to the effect that the Head Tenant shall not demand or attempt to recover from RFCL, RFC 2012 plc or its administrators or liquidators (as the case may be) any rent or other sums due by any of the foregoing in respect of the sub-lease or their occupation and use of the Property (howsoever entitled or otherwise) whether in respect of any period before or after the conclusion of the missives and except in respect of any local authority rates or other such statutory charges.
RFCL has confirmed that its option incorporated in the missives to complete the renunciation of the Head Lease and the sub-lease would only be exercised after Admission. Or completion of both the Head Lease and sub-lease renunciations RFCL will have good title as registered proprietors of the Property free from any leasehold rights or interest.

12.1.6 Agreement in relation to the purchase of Edmiston House

RFCL on 20 November 2012 concluded legally binding missives with Charlotte Ventures (Edmiston House) Limited (“the Seller”) creating an option in favour of RFCL to purchase the subjects known as Edmiston House, 100 Edmiston Drive, Glasgow, G51 2YX comprising the subjects registered in the Land Register under Title Numbers GLA28534 and GLA62016 (“Edmiston House”). The main terms of the missives are as follows:-

12.1.6.1 RFCL at conclusion of the missives put down a deposit of eighty thousand pounds (£80,000) sterling plus VAT held on joint deposit by the Seller’s solicitors in an interest bearing account in the joint names of the Seller’s solicitors and RFCL’s solicitors. At completion the deposit will be uplifted and treated as a payment to account of the price mentioned in paragraph 12.1.10.2 below. If the suspensive condition mentioned below is not purified and either party validly resiles from the missives then the deposit will be uplifted and repaid to RFCL with any interest accrued thereon. If the suspensive condition is purified but RFCL does not exercise its option to purchase the Property in accordance with the missives or having done so fails to complete the purchase in accordance with the missives then in either case the deposit shall be uplifted and paid to the Seller.

12.1.6.2 The purchase price is eight hundred thousand pounds (£800,000) sterling plus VAT. Declaring that the deposit shall be treated as a payment to account towards the purchase price.

12.1.6.3 The missives are suspensively conditional on the Seller exhibiting a waiver or discharge of the pre-emption right which exists in favour of RFC 2012 plc. This condition requires to be purified by 20 December 2012 failing which either party has the right to resile and in which event the deposit, together with any interest accrued thereon, shall be repaid to RFCL.

12.1.6.4 Subject to the suspensive condition referred to in paragraph 12.1.10.3 above being purified then RFCL’s option to purchase created in the missives requires to be exercised no later than 28 February 2013 and failing which the deposit shall be uplifted and paid to the Seller. Completion is then ten working days after RFCL serves written notice on the Seller exercising the option to purchase or such other date as RFCL and the Seller may agree in writing.

12.1.6.5 The risk of damage to or destruction of Edmiston House will not pass to RFCL until completion of the purchase. If, prior to completion, Edmiston House sustains damage (whether insured or otherwise) which in common law would entitle a hypothetical tenant under a hypothetical lease of Edmiston House to an abatement of rent of an amount exceeding 20 per cent. of the rent then RFCL will have the option to resile from the Missives without penalty and uplift the deposit. Should the RFCL decide not exercise such right to resile in such circumstance then RFCL shall notwithstanding such damage or destruction be obliged to complete the purchase of Edmiston House in accordance with the missives. The Seller in those circumstances will be obliged to pay to RFCL the insurance proceeds received by the Seller to the extent that they have not been spent on reinstatement and to assign its rights in respect of the insurance proceeds to RFCL.
5 Way Agreement between SFA, SPL, RFC 2012 plc and RFCL

The SFA, SPL, SFL, RFC 2012 plc and RFCL entered into an agreement dated 27 July 2012 (the “5 Way Agreement”) pursuant to which RFC 2012 plc’s SPL share was transferred to Dundee Football Club, RFC 2012 plc’s SFA membership was transferred to RFCL and RFCL agreed to accept an embargo on registering players (for the period 1 September 2012 until 31 August 2013 excluding players under 18, those on loan from the Club and reregistering current players of the Club) and provide various undertakings in consideration for the transfer of (i) the SFA membership of RFC 2012 plc to RFCL and (ii) the registration of the Club and players from the SPL to the SFL’s third division. One of the undertakings provided by RFCL was the payment of all outstanding Scottish and other football creditors of RFC 2012 plc. Therefore, notwithstanding the provisions under the APA which states that creditors of RFC 2012 plc were not be transferred to RFCL, the provisions of the 5 Way Agreement required RFCL to take responsibility for such football creditors as a condition to the transfer of SFA membership. RFCL agreed to indemnify the SFA against all losses suffered by it as a result of any breach of the obligation to pay football creditors by it. RFCL also agreed to release the SFA, SPL and SFL and their directors and officers from all claims connected with their conduct, the registration embargo and the obligations under the 5 Way Agreement. Further, RFCL agreed to procure that its directors and officers will not commence any proceedings in this connection. The Administrators of RFC 2012 plc disclaimed all liability in relation to the 5 Way Agreement.

Share Exchange Agreement between the Company and the shareholders of The Rangers Football Club Limited

On 7 December 2012 the Company entered into an agreement with the shareholders of RFCL pursuant to which the shareholders of RFCL agreed to sell their ordinary shares in RFCL in consideration for the issue to each of them of an equal number of Ordinary Shares by the Company (the “Share Exchange Agreement”). Completion of the Share Exchange Agreement is conditional upon the Placing Agreement becoming unconditional in all respects save as to Admission. The terms of the Share Exchange Agreement provided for the Option details of which are summarised in paragraph 12.1.2 of Part XIII to be replaced by an option on the same terms granted by the Company to Charles Green. The letter dated 5 December 2012 summarised in paragraph 12.1.2 of Part XIII confirmed that the Option had been exercised in full and therefore no replacement option would be granted by the Company.

The following are all of the contracts not being contracts entered into in the ordinary course of business, which (i) are or may be material to the Company and have been entered into by the Company within the two years preceding the date of this document or; (ii) (regardless of when entered into) contain provisions under which the Company has an obligation or entitlement which is or may be material to the Company as at the date of this document.

Placing agreement with Cenkos Securities

On 7 December 2012 the Company entered into the Placing Agreement with Cenkos Securities and the Directors pursuant to which Cenkos Securities has agreed to use its reasonable endeavours to procure subscribers for the Placing Shares at the Offer Price (the “Placing Agreement”). The Placing Agreement is conditional, inter alia, on the issued and to be issued Ordinary Shares being admitted to AIM by no later than 19 December 2012 (or such later time as Cenkos Securities and the Company may agree being no later than 18 January 2013). In consideration of its services in connection with Admission under the Placing, the Company will pay Cenkos Securities a corporate finance fee of £250,000 and a commission of 5 per cent. on the aggregate Placing Price of the Ordinary Shares allotted pursuant to the Fundraising. In addition, pursuant to the warrant instrument referred to in paragraph 12.1.7, Cenkos Securities will be granted warrants to subscribe for Ordinary Shares exercisable for a period of five years commencing on the first anniversary of Admission and ending on the sixth anniversary of Admission. The total number of warrants will be equal to 1 per cent. of the Enlarged Share Capital and the exercise price will be such
amount a shall be equal to the Placing Price plus a ten per cent. premium. The Placing Agreement contains warranties given by the Company and the Directors as to the accuracy of the information contained in this document and other matters relating to the Company and the business of the RFCL Group. The liability of the Directors under these warranties is limited in time and amount. In addition, the Company has given indemnities to Cenkos Securities in respect of certain matters. Cenkos Securities is entitled to terminate the Placing Agreement prior to Admission, principally in the event of a breach of the Placing Agreement or of any of the warranties contained in it or if an event of force majeure arises.

12.2.2 Nomad and broker agreement with Cenkos Securities

On 7 December 2012 the Company entered into an agreement with Cenkos Securities, pursuant to which the Company appointed Cenkos Securities to act as nominated adviser and broker to the Company from the date of the agreement and thereafter subject to termination on the giving of 3 months’ notice by either party. In consideration of its services, the Company will pay Cenkos Securities an annual retainer of £70,000.

12.2.3 Cenkos Securities warrants

By a warrant instrument dated 7 December 2012, the Company will issue Warrants to Cenkos Securities which entitle Cenkos Securities to subscribe for such number of Ordinary Shares as shall be equal to one per cent. of the Enlarged Share Capital in cash at a price per Ordinary Share equal to the Placing Price plus a premium of ten per cent. exercisable at any time from the period from the date falling 365 days after the date of Admission until and including the sixth anniversary of Admission.

12.2.4 Lock in agreements

Lock-in agreements entered into between each of the Locked-in Shareholders, the Company and Cenkos Securities dated 7 December 2012 pursuant to which the Locked-in Shareholders have agreed not to dispose of any interest in Ordinary Shares for the period of 12 months following Admission, except pursuant to acceptance of a general, partial or tender offer made to acquire the whole or part of the issued share capital of the Company, an intervening court order or in the event of the death of the shareholder. The Locked-in Shareholders have also agreed for a further period of 6 months to only dispose of an interest in Ordinary Shares following consultation with the Company’s broker and provided such disposal is effected through the Company’s broker and in such manner as the broker may reasonably require with a view to maintenance of an orderly market in the Ordinary Shares. The Company and Cenkos have entered into orderly market agreements dated 7 December 2012 with certain of the Shareholders holding upon Admission, 16,375,000 Ordinary Shares (representing 22.60 per cent. of the Enlarged Share Capital), which provide that a shareholder shall for a period of 6 months following Admission only dispose of an interest in Ordinary Shares following consultation with the Company’s broker and in such manner as the broker may reasonably require with a view to maintaining an orderly market in the Ordinary Shares.

13. Related party transactions

13.1 Save as disclosed in paragraph 28 of Part IX of this document, the RFCL Group did not enter into any transactions with related parties during the period between 29 May 2012 and the date of this document.

13.2 The Rangers Group did not enter into any transactions with related parties during the period between establishment of the Company and the date of this document.
14. Taxation
14.1 United Kingdom Taxation for UK Investors

14.1.1 Introduction
The information in this section is based on the Directors’ understanding of current UK tax law and HM Revenue & Customs practice as at the date of this Prospectus, both of which are subject to change at any time. It should be regarded as a summary of the tax treatment likely to be afforded UK resident investors holding their Ordinary Shares in the Company as investments. It does not constitute legal or tax advice and potential investors are, therefore, strongly recommended to consult a professional adviser regarding their own tax position and the consequences of making an investment in the Company.

14.1.2 Tax residence of the Company
The Company is considered to be resident for tax purposes in the UK. Accordingly, the information provided in this section reflects the taxation treatment appropriate to an investment in a UK tax resident company.

14.1.3 Taxation of dividends
The taxation of dividends paid by the Company and received by an investor resident for tax purposes in the UK is summarised below.

Individuals
A UK resident individual shareholder in receipt of dividends is treated as receiving income of an amount equal to the sum of the dividend and its associated tax credit. The tax credit currently equates to 10 per cent. of the gross dividend, being the combined amount of the dividend and the tax credit (the tax credit therefore representing one-ninth of the net dividend). The gross dividend is subject to income tax as the top slice of the individual’s income and is taxed at the individual’s marginal rate of income tax. The tax credit is available to set against the resulting liability (if any) to income tax. An individual liable to income tax at the basic rate will be liable to tax on the gross dividend at a rate of 10 per cent. (“the dividend ordinary rate” which is a special rate of tax set for basic rate taxpayers in receipt of dividend income). Accordingly, the tax credit will satisfy the income tax liability of such an individual. Similarly, individuals liable at the starting rate for savers, currently set at 10 per cent., will have no further liability as a result of the available tax credit. An individual liable to income tax at the higher rate will pay tax on the gross dividend at a rate of 32.5 per cent. (“the dividend upper rate” which is a special rate of tax set for higher rate taxpayers in receipt of dividend income). After taking into account the tax credit of 10 per cent., an additional rate taxpayer will be liable to additional income tax of 32.5 per cent. of the gross dividend, which equates to 36.11 per cent. of the actual or net dividend.

From 6 April 2013 onwards, an individual shareholder liable to income tax at the additional rate will be subject to income tax on the gross dividend at the rate of 37.5 per cent. but will be able to set the tax credit off against part of this liability. The effect of that set off of the tax credit will be that such a shareholder will have to account for additional tax equal to approximately 30.6 per cent. of the net cash dividend received.
Trustees
UK resident trustees of a discretionary trust in receipt of dividends are liable to income tax at a rate of 42.5 per cent. (“the dividend trust rate”) of the gross dividend. After giving effect to the tax credit of 10 per cent. the trustees will be liable to additional income tax of 32.5 per cent. of the gross dividend, which equates to 36.11 per cent. of the actual or net dividend.

From 6 April 2013 onwards, UK resident trustees of a discretionary trust will be liable to income tax at the rate of 37.5 per cent. but will be able to set the tax credit off against part of this liability. The effect of that set off of the tax credit will be that such a trustee will have to account for additional tax equal to approximately 30.6 per cent. of the net cash dividend received.

Companies
Although a UK resident corporate shareholder is potentially liable to corporation tax on its dividend income, it is anticipated that the general exemption for dividends will be available to exempt from corporation tax corporate investors in receipt of dividends from the Company.

14.1.4 Withholding tax and tax credit in UK
The Company is not required to withhold tax when paying a dividend. Liability to tax on dividends will depend upon the individual circumstances of a Shareholder. Other UK resident Shareholders who are not liable to UK tax on dividends, including pension funds and charities, are not entitled to claim repayment of the tax credit. Shareholders who are resident outside the UK for tax purposes will not generally be able to claim repayment of any part of the tax credit attaching to dividends received from the Company, although this will depend on the existence and terms of any double taxation convention between the UK and the country in which such shareholder is resident. A Shareholder resident outside the UK may also be subject to taxation on dividend income under local law. A Shareholder who is resident outside the UK for tax purposes should consult his own tax adviser concerning his tax position on dividends received from the Company.

14.1.5 Taxation of Chargeable Gains
A sale or other disposal of the Ordinary Shares may, subject to any available reliefs and exemptions, give rise to a chargeable gain (or allowable loss) for the purposes of UK taxation of chargeable gains.

Individuals and Trustees
Chargeable gains realised on a disposal of Ordinary Shares by an individual or trustee resident and ordinarily resident in the UK will be subject to capital gains tax which is charged at a rate of 28 per cent. for those individuals whose total income and gains exceed the income tax basic rate limit, and at a rate of 18 per cent. where total income and gains fall below the basic rate limit. A flat rate of 28 per cent. applies for trustees and personal representatives. An individual shareholder who disposes of Ordinary Shares while only temporarily not resident in the UK for tax purposes, may, under anti-avoidance legislation, still be liable to UK tax on his or her return to the UK. A period of non residence of less than 5 whole tax years prior to the year in which the shareholder returns to the UK will be treated as a temporary period for these purposes. Shares of the same class acquired by the same person and in the same capacity are “pooled” and treated as a single asset growing or diminishing as shares of the same class are acquired or disposed. Accordingly on a part disposal of the relevant shareholding the gain (or loss) will be computed by reference to that proportionate part of the aggregate cost of the holding attributable to the shares disposed. With effect from 6 April 2008 indexation relief is not available to individuals and trustees in computing any gain subject to capital gains tax.
Companies
UK resident corporate shareholders are subject to corporation tax on their chargeable gains. Gains realised by such companies, as reduced by available indexation relief, are subject to corporation tax at the company’s relevant rate. The full rate of corporation tax is currently 24 per cent. which will reduce to 23 per cent. from 1 April 2013. Indexation relief is deductible in computing any gain arising on a disposal of, or out of, the holding and is computed by reference to the movement in the Retail Price Index over the period of ownership applied to the cost of the holding, or that part of the holding, disposed. As for individuals and trustees, shares of the same class held by a corporate shareholder are “pooled”.

Non residents
Shareholders who are not resident or ordinarily resident in the UK and who are not affected by the rules relating to temporary non residence will, save in limited circumstances, not be liable to UK taxation on chargeable gains realised on the disposal of their Ordinary Shares. Such shareholders may be subject to foreign taxation on any gain realised under the local law of their country of residence and should consult their own tax adviser concerning their tax liabilities on such gains.

14.1.6 Inheritance tax
The Ordinary Shares are considered, potentially, to qualify for business property relief for the purposes of inheritance tax. Shares in an unquoted company (other than an investment company or one which carries on a business consisting wholly or mainly of dealing in securities, stocks, shares, land and buildings) potentially attract full relief (as business property) from inheritance tax where the shares have been held for 2 years prior to the chargeable transfer for inheritance tax purposes.

14.1.7 Enterprise Investment Scheme
The Ordinary Shares issued pursuant to the Offer and Placing will be eligible for relief under the Enterprise Investment Scheme (the “Scheme”) and the VCT Placing Shares will be eligible for relief under the Venture Capital Trust Scheme (the “VCT Scheme”) as the Company has obtained advance assurance from HM Revenue & Customs that it is a Qualifying Company for the purposes of the Scheme and VCT Scheme.

14.1.8 Stamp duty and stamp duty reserve tax (“SDRT”)
Transfers of Ordinary Shares may give rise to liabilities to stamp duty or SDRT. The paragraphs below summarise the current position and are intended as a general guide only to stamp duty and SDRT. Special rules apply to agreements made by brokers, dealers and market makers in the ordinary course of their business and to certain categories of person (such as depositaries and clearance services) who may be liable to stamp duty or SDRT at a higher rate. No liability to stamp duty or SDRT will generally arise on the allotment and issue of new Ordinary Shares by the Company.

Transfers outside CREST
An instrument (generally a stock transfer form) transferring Ordinary Shares outside CREST will be liable to ad valorem stamp duty broadly at a rate of 0.5 per cent. of the actual consideration paid. Stamp duty is normally paid by the purchaser. An unconditional agreement to transfer such shares, if not completed by a duly stamped stock transfer form, within 2 months of the day on which the agreement is made or becomes unconditional, will be subject to SDRT (payable by the purchaser and generally at a rate of 0.5 per cent. of the consideration paid). If within 6 years of the date of the agreement an instrument of transfer is executed pursuant to the agreement and stamp duty is paid on the instrument any liability to SDRT will be cancelled or repaid.
Transfers within CREST

Paperless transfers of Ordinary Shares within CREST will be charged to SDRT (rather than stamp duty) at a rate of 0.5 per cent. of the consideration paid. SDRT is payable by the purchaser. CREST is obliged to collect SDRT on relevant transactions settled within the system.

15. Consents

15.1 Deloitte LLP has given and has not withdrawn its written consent to the inclusion of its report on the historical financial information of the RFCL Group set out in Part IX of this document in the form and context in which they appear and has authorised the contents of such report for the purposes of items 5.5.3 (R)(2)(f) of the Prospectus Rules.

15.2 DM Hall LLP has given and not withdrawn its written consent to the inclusion of its report on property valuation for the RFCL Group set out in Part XI of this document in the form and context in which it appears. DM Hall LLP accepts responsibility for the contents of its report set out in Part XI of this document and has authorised the contents of such report for the purposes of items 5.5.3(R)(2)(f) of the Prospectus Rules.

16. General

16.1 The total costs and expenses of and incidental to the Placing, Offer, Acquisition and Admission payable by the Company are estimated to amount to approximately £2.5 million (exclusive of value added tax).

16.2 The historical financial information concerning the Rangers Group contained in this document does not constitute statutory accounts within the meaning of Section 434 of Part 15 of the 2006 Act.

16.3 Save as described in paragraph 4 of Part VII and paragraphs 12.1.1 and 12.1.3 of Part XIII of this document, the Board does not believe that there are any patents, licences, industrial, commercial or financial contracts or new manufacturing processes which are material to the Rangers Group’s business or profitability or upon which the Rangers Group is dependent.

16.4 There have not been any public takeover bids by third parties in respect of the share capital of the Company in the last or current financial year.

16.5 Where information in this document has been sourced from a third party, so far as the Company is aware and able to ascertain from the information published by that third party, it has been accurately reproduced and no facts have been omitted which would render the reproduced information inaccurate or misleading. Where third party information has been used the identity of the third party is set out by such information.

17. Documents for inspection

Copies of the following documents will be available for inspection during normal business hours on any weekday (Saturday, Sundays and public holidays excepted) at Ibrox Stadium, Glasgow G51 2XD for a period of 12 months following Admission:

(a) the Memorandum and Articles of Association of the Company;

(b) the report on the historical financial information on RFCL by Deloitte LLP for the period from incorporation 2012 to 31 August 2012 set out in Part IX of this document; and

(c) this document.

Dated: 7 December 2012
PART XIV
DEFINITIONS

The following definitions apply throughout this document, unless the context otherwise requires:

**Acquisition**
the acquisition of RFCL pursuant to the Share Exchange Agreement

**Acquisition Shares**
the (i) existing 100 Ordinary Shares to be transferred by FFW Secretaries Limited; and (ii) the 33,415,100 New Ordinary Shares to be issued by the Company pursuant to the Share Exchange Agreement

**Act**
the Companies Act 2006

**Admission**
the admission of the Ordinary and New Ordinary Shares to AIM

**AIM**
AIM, a market operated by the London Stock Exchange

**AIM Rules**
the AIM Rules for Companies, as published and amended from time to time by the London Stock Exchange

**APA**
the agreement for the acquisition of the business and assets of the Club from RFC 2012 plc as summarised at paragraph 12.1.1 of Part XIII of this document

**Application Form**
the personalised Application Form in electronic or hard copy format on which applications for Offer Shares may be made

**Articles**
the articles of association of the Company, a summary of which is in paragraph 4 of Part XIII of this document

**Board or Directors**
the directors of the Company, whose names are set out on page 16 of this document

**Business Day**
a day (other than a Saturday or Sunday or public holiday) on which banks are open for business in London

**Capita or Receiving Agent**
Capita Registrars Limited

**Cenkos or Cenkos Securities**
Cenkos Securities plc

**certificated or in certificated form**
in relation to a share or other security, a share or other security title to which is recorded in the relevant register of the share or other security as being held in certificated form (that is, not in CREST)

**City Code**
the City Code on Takeovers and Mergers

**Club or Rangers**
Rangers Football Club

**Commission**
the independent commission appointed by a resolution of the board of directors of the SPL dated 1 August 2012

**Company**
Rangers International Football Club plc, a public limited company incorporated in Scotland under the Companies Act 2006 with registered number SC437060

**Corporate Governance Code**
the UK Corporate Governance Code published by the Financial Reporting Council in September 2012
<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CREST</td>
<td>the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the operator (as defined in the CREST Regulations) in accordance with which securities may be held in uncertificated form</td>
</tr>
<tr>
<td>CREST Regulations</td>
<td>the Uncertificated Securities Regulations 2001, as amended</td>
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<tr>
<td>Disclosure and Transparency Rules</td>
<td>The Disclosure Rules and Transparency Rules made by the FSA under Part VI of the FSMA</td>
</tr>
<tr>
<td>EEA</td>
<td>European Economic Area</td>
</tr>
<tr>
<td>EBT</td>
<td>employee benefit trust</td>
</tr>
<tr>
<td>Enlarged Share Capital</td>
<td>the issued Ordinary Share capital of the Company following Admission and the Acquisition assuming the maximum amount is raised pursuant to the Offer</td>
</tr>
<tr>
<td>Euroclear</td>
<td>Euroclear UK &amp; Ireland Limited (formerly CrestCo Limited), the operator of CREST</td>
</tr>
<tr>
<td>European Union or EU</td>
<td>the economic and political union of European nations created on 1 November 1993 by the Treaty of the European Union</td>
</tr>
<tr>
<td>Europa League</td>
<td>a cup competition for eligible European football clubs organised by UEFA</td>
</tr>
<tr>
<td>Existing Ordinary Shares</td>
<td>the 33,415,200 ordinary shares of 1p each in the capital of RFCL in issue immediately prior to the which on completion of the Share Exchange Agreement described in paragraph 12.1.12 of Part XIII shall be transferred to the Company in consideration for the issue by the Company of the Acquisition Shares</td>
</tr>
<tr>
<td>FIFA</td>
<td>Fédération Internationale de Football Association, the governing body of worldwide football</td>
</tr>
<tr>
<td>FFW</td>
<td>Field Fisher Waterhouse LLP</td>
</tr>
<tr>
<td>FSA or Financial Services Authority</td>
<td>the Financial Services Authority of the United Kingdom</td>
</tr>
<tr>
<td>FSMA</td>
<td>Financial Services and Markets Act 2000, as amended, and all regulations promulgated thereunder from time to time</td>
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<tr>
<td>Fundraising</td>
<td>the Placing and Offer in aggregate</td>
</tr>
<tr>
<td>General Placing</td>
<td>the conditional placing by Cenkos on behalf of the Company at the Placing Price of the General Placing Shares pursuant to the Placing Agreement</td>
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<tr>
<td>General Placing Shares</td>
<td>the 23,528,573 New Ordinary Shares to be issued by the Company pursuant to the General Placing</td>
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<tr>
<td>IAS</td>
<td>International Accounting Standards</td>
</tr>
<tr>
<td>Ibrox Stadium</td>
<td>Ibrox Stadium, Glasgow G51 2XD</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<td>-----------------------------</td>
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<tr>
<td>IFRS</td>
<td>International Financial Reporting Standards as adopted for use in the European Union</td>
</tr>
<tr>
<td>ISIN</td>
<td>International Security Identification Number</td>
</tr>
<tr>
<td>Key Employees</td>
<td>Imran Ahmad and Alistair McCoist</td>
</tr>
<tr>
<td>Locked In Shareholders</td>
<td>the Directors and Key Employees</td>
</tr>
<tr>
<td>London Stock Exchange</td>
<td>London Stock Exchange plc</td>
</tr>
<tr>
<td>Manager</td>
<td>Alistair McCoist, the manager of the Club</td>
</tr>
<tr>
<td>Member State</td>
<td>a member state of the EU</td>
</tr>
<tr>
<td>New Ordinary Shares</td>
<td>the New Ordinary Shares to be issued pursuant to the Acquisition, the Placing and Offer and which comprise the Acquisition Shares, the Offer Shares and the Placing Shares</td>
</tr>
<tr>
<td>Offer</td>
<td>the offer for subscription of up to 14,285,714 New Ordinary Shares to Qualifying Persons further details of which are set out in Part VIII of this document</td>
</tr>
<tr>
<td>Offer Price</td>
<td>70 pence per New Ordinary Share</td>
</tr>
<tr>
<td>Offer Shares</td>
<td>the up to 14,285,714 New Ordinary Shares to be issued pursuant to the Offer</td>
</tr>
<tr>
<td>Ordinary Shares</td>
<td>Ordinary Shares of 1 pence each in the capital of the Company</td>
</tr>
<tr>
<td>Overseas Shareholders</td>
<td>Shareholders who are resident in, or ordinarily resident in, located in or citizens of, jurisdictions outside the UK`</td>
</tr>
<tr>
<td>Panel</td>
<td>the Panel on Takeovers and Mergers</td>
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<tr>
<td>Placing</td>
<td>the VCT Placing and the General Placing</td>
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<td>Placing Agreement</td>
<td>the conditional agreement dated 7 December 2012 entered into by Rangers and Cenkos Securities in relation to the Placing and Offer, details of which are set out in paragraph 12.1.5 of Part XIII of this document</td>
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<td>Placing Shares</td>
<td>the General Placing Shares and the VCT Placing Shares</td>
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<tr>
<td>Placing Price</td>
<td>70 pence per New Ordinary Share</td>
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<tr>
<td>Prospectus</td>
<td>this document</td>
</tr>
<tr>
<td>Prospectus Directive Regulation</td>
<td>Regulation 809/2004 of the European Commission</td>
</tr>
<tr>
<td>Prospectus Rules</td>
<td>the prospectus rules of the FSA made under Part VI of the FSMA</td>
</tr>
<tr>
<td>Qualifying Persons</td>
<td>means all persons, including fans, supporters and employees of the Club</td>
</tr>
<tr>
<td>Rangers Group or Group</td>
<td>the Company and all subsidiary undertakings of the Company from time to time, and specifically as enlarged by the Acquisition of RFCL and all its subsidiary undertakings</td>
</tr>
<tr>
<td>Rangers Retail SHA</td>
<td>the agreement with SDI Retail Services Limited relating to the Rangers Retail joint venture as summarised in paragraph 12.1.3 of Part XIII of this document</td>
</tr>
<tr>
<td>Rangers Youth Academy</td>
<td>the youth academy located at Murray Park</td>
</tr>
</tbody>
</table>
RFCL means The Rangers Football Club Limited a private limited Company incorporated in Scotland under the Companies Act 2006 with registered number SC425159 which acquired the business and assets of the Club from RFC 2012 plc

RFCL Group RFCL and all other subsidiary undertakings of RFCL from time to time

RFC 2012 plc means RFC 2012 plc (in liquidation), a company incorporated in Scotland with company number SC004276 whose registered office is at Ibrox Stadium, Glasgow, G51 2XD and which was formerly known as the Rangers Football Club plc

SDRT Stamp Duty Reserve Tax

SFA Scottish Football Association, the governing body of Scottish football

SFL Scottish Football League, the leagues of the Scottish football limited organised by the SFA

Shareholders holders of Ordinary Shares and New Ordinary Shares as applicable

Share Exchange Agreement the agreement dated 7 December 2012 entered into between the Company and the shareholders of RFCL pursuant to which the Company will acquire all the ordinary shares in RFCL

SPL Scottish Premier League, the top tier of the Scottish football pyramid

“subsidiary”, “subsidiary undertaking” and “undertaking” have the meanings respectively ascribed to them by the Act

TUPE Transfer of Undertakings (Protection of Employment) Regulations 2006

UK Listing Authority or UKLA the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the FSMA

uncertificated or in uncertificated form a share or shares recorded on the register of members as being held in uncertificated form in CREST and title to which may be transferred by means of CREST

UEFA Union des Associations Européennes de Football, the governing body of European football

UEFA Champions League the football competition organised by UEFA for the top football clubs in Europe

United Kingdom or UK the United Kingdom of Great Britain and Northern Ireland

United States or USA the United States of America, its territories and possessions, any state of the United States of America and the district of Columbia and any other area subject to its jurisdiction

US Securities Act the US Securities Act of 1933 and the rules and regulations thereunder

VCT a company satisfying the requirements of Chapter 3 of part 6 of the Income Tax Act 2007, as amended, for venture capital trusts

VCT Placing the conditional placing by Cenkos on behalf of the Company at the Placing Price of the VCT Placing Shares pursuant to the Placing Agreement
VCT Placing Shares the 714,284 New Ordinary Shares to be issued pursuant to the VCT Placing

All references to legislation in this document are to the legislation of England and Wales unless the contrary is indicated. Any reference to any provision of any legislation shall include any amendment, modification, re-enactment or extension thereof.

Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine or neutral gender.