

MR01

Particulars of a charge

233639 / L13



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

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Please go to www.companieshouse.gov.uk

THURSDAY



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27/03/2014

#396

COMPANIES HOUSE

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form MR08

This form **must be delivered to the Registrar for registration within  
21 days** beginning with the day after the date of creation of the charge. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record

**1** Company details

Company number 0 8 4 2 8 2 6 5

Company name in full CALA GROUP (HOLDINGS) LIMITED

2 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2** Charge creation date

Charge creation date 2 1 0 3 2 0 1 4

**3** Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name BANK OF SCOTLAND PLC  
(as Security Trustee)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

**4**

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

Please use a continuation page if you need to enter more details

Description

N/A

**5**

### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes☒ No**6**

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes**7**

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes☒ No

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Particulars of a charge

8

**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X ALLEN & OVERY LLP ON BEHALF OF THE CHARGEE X

ALLEN AND OVERY LLP 25 MARCH 2014

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

MR01

Particulars of a charge



**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name ANNABEL YOUNG

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country UK

DX

Telephone 020 3088 2107



**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

- ☒ [x] The company name and number match the information held on the public Register.
- ☒ [x] You have included a certified copy of the instrument with this form.
- ☒ [x] You have entered the date on which the charge was created.
- ☒ [x] You have shown the names of persons entitled to the charge.
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ [x] You have given a description in Section 4, if appropriate.
- ☒ [x] You have signed the form.
- ☒ [x] You have enclosed the correct fee.
- ☒ [x] Please do not send the original instrument, it must be a certified copy.



**Important information**

Please note that all information on this form will appear on the public record.



**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 8428265

Charge code. 0842 8265 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st March 2014 and created by CALA GROUP (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th March 2014

*f*

Given at Companies House, Cardiff on 1st April 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

EXECUTION VERSION

DATED 21st MARCH 2014

ENGLISH DEED OF CONFIRMATION

BY

THE COMPANIES  
as listed herein

IN FAVOUR OF

BANK OF SCOTLAND PLC  
as Security Trustee

Except for material redacted pursuant to S 859G of the Companies Act 2006  
I certify that this is a correct copy of the original document.

Allen and Overy LLP

ONE BISHOPS SQUARE

LONDON

E1 6AD

25 MARCH 2014

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THIS DEED OF CONFIRMATION is made as a deed on

21st MARCH 2014

**BETWEEN**

- (1) **THE COMPANIES** listed in the Schedule (each a '**Charging Company**' and together the '**Charging Companies**'), and
- (2) **BANK OF SCOTLAND PLC** as agent and security trustee for each of the Senior Creditors (the '**Security Trustee**')

**WHEREAS**

- (A) The Charging Companies and the Security Trustee, among others, entered into a facility agreement dated 8 November 2007 as amended and restated on 21 December 2009, 25 January 2011, 23 December 2011, 18 March 2013 and 18 December 2013 (the '**Facility Agreement**')
- (B) Pursuant to the above, each Charging Company granted in favour of the Security Trustee various security documents and guarantees including, but not limited to, those listed in the Schedule (the '**Security Documents**')
- (C) The Charging Companies and the Security Trustee, among others, have agreed to a further amendment and restatement of the Facility Agreement pursuant to the terms of an amendment and restatement agreement (the '**Amendment Agreement**') dated on or about the date of this Deed between, among others, the Charging Companies and the Security Trustee
- (D) Under the terms of the Amendment Agreement, certain of the Charging Companies are required to enter into this Deed to confirm the terms of the Security Documents
- (E) The Charging Companies and the Security Trustee consider that the Security created by the Charging Companies under the Security Documents secure payment of the Secured Liabilities (as defined below) but enter into this Deed in case they do not
- (F) For the purposes of this Deed, '**Senior Creditors**' means together the Finance Parties as defined in the Facility Agreement

**IT IS AGREED** as follows

**1 INTERPRETATION**

**1.1 In this Deed**

**Party** means a party to this Deed



**Restatement Date** has the meaning given to that term in the Amendment Agreement in relation to the Facility Agreement

**Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent or unliquidated and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under or in connection with any Finance Document each as amended, varied, supplemented or novated from time to time including, without limitation

- (a) any increase of principal,
- (b) any extension of maturity, and
- (c) any increase in the rate of interest,

as well as any and all claims of any Finance Party against an Obligor in respect of which the corresponding obligations have been transferred to and assumed by or novated to that Obligor from another Obligor previously owing the relevant obligations, in each case together with all interest, costs, fees and expenses payable to a Finance Party in connection with the creation, protection, preservation or enforcement of any of its rights under a Finance Document including those obligations and liabilities as they are amended by the Amendment Agreement

1 2 Terms defined in the Facility Agreement have the same meaning when used in this Deed

## 2 **RESTATEMENT DATE**

Each Party hereby agrees that this Deed will become effective on the Restatement Date

## 3 **CONFIRMATION AND AMENDMENT**

Each Charging Company hereby irrevocably and unconditionally confirms for the benefit of the Security Trustee that

3 1 the Security Documents and the security granted thereunder

3 1 1 remain in full force and effect notwithstanding the entry into this Deed and the Amendment Agreement, and

3 1 2 is security for the payment and satisfaction of all the Secured Liabilities,

3 2 paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the floating charge contained in each of the debentures and bond and floating charges listed in the Schedule,

- 3 3 with effect on and from the date of this Deed, the Security Documents will be amended and supplemented by this Deed so that all references in the Finance Documents to the Transaction Security Documents shall include this Deed and this Deed shall be read as one with the Transaction Security Documents,
- 3 4 the Intercreditor Agreement and the obligations of each Charging Company contained therein remain in full force and effect notwithstanding the entry into this Deed and the Amendment Agreement, and
- 3 5 with effect on and from the date of this Deed, any reference in any Finance Document to a Finance Document will include such Finance Document as amended, varied, supplemented, novated, restated or replaced from time to time

4 **COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

5 **PARTIAL INVALIDITY**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

6 **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

**IN WITNESS WHEREOF** this Deed has been executed as a deed on the date stated at the beginning of this Deed

## SCHEDULE

Charging Company	Company Number	Security	Date of Creation	Date of Registration at Companies House (if applicable)	Short Particulars (in the case of Standard Security and Legal Charge)
CALA Group Limited	SC326357	Guarantee	29/11/2007		
		Floating Charge	29/11/2007	05/12/2007	
		Debenture	21/12/2009	23/12/2009	
		Pledge over Account	21/12/2009	11/01/2010	
		Assignment in Security	20/01/2010	26/01/2010	
		Debenture	29/06/2010	07/07/2010	
		Share Pledge	29/06/2010	14/07/2010	
		Assignment in Security	31/03/2011	05/04/2011	
		Guarantee	21/12/2009		
		Bond and Floating Charge	21/12/2009	23/12/2009	
		Assignment in Security	15/06/2012	19/06/2012	
CALA Limited	SC000610	Guarantee	29/11/2007		
		Floating Charge	29/11/2007	05/12/2007	
		Debenture	21/12/2009	23/12/2009	
		Debenture	29/06/2010	07/07/2010	
		Share Pledge	29/06/2010	14/07/2010	
		Guarantee	21/12/2009		
		Bond and Floating Charge	21/12/2009	23/12/2009	
CALA Management Limited	SC013655	Guarantee	29/11/2007		
		Floating Charge	29/11/2007	05/12/2007	
		Bond and Floating Charge	21/12/2009	23/12/2009	

	Guarantee	21/12/2009		
	Debenture	21/12/2009	23/12/2009	
	Share Pledge	29/06/2010	14/07/2010	
	Debenture	29/06/2010	07/07/2010	
	Legal Charge	21/12/2009	23/12/2009	Freehold land on the South side of Brierley Lane, Sandwell Freehold land and buildings on the west side of Batmans Hill Road, Coseley Leasehold land and buildings at Batmans Hill Road Coseley
	Legal Charge	21/12/2009	23/12/2009	Freehold land being 1 Wraylands Drive, Reigate, Surrey
	Legal Charge	21/12/2009	23/12/2009	Freehold property known as Spungfields Eckland Bridge Works, Birks Lane, Millhouse Green
	Legal Charge	21/12/2009	23/12/2009	Freehold land lying on the South side of Aldermaston Road, Tadley
	Legal Charge	21/12/2009	23/12/2009	Freehold land at Buckbridge Land and Holloway Drive, Wombourne
	Legal Charge	21/12/2009	23/12/2009	Freehold Land on the South side of Wellhouse Lane, Headbourne Worthy
	Standard Security	30/12/2009	11/01/2010	0 8 acres of land at Currievale, Edinburgh
	Standard Security	30/12/2009	11/01/2010	Subjects at Southbar House, Old Greenock Road, Inchinnan, Renfrew
	Standard Security	30/12/2009	11/01/2010	Piece of ground at Woodside, Elvingston Estate, Gladsmuir by Haddington, East Lothian
	Standard Security	30/12/2009	11/01/2010	Subjects at Linburn Farm, Erskine

		Standard Security	30/12/2009	11/01/2010	Subjects at the North of Frairsfield Road, Cults, Aberdeen
		Standard Security	30/12/2009	11/01/2010	Subjects towards the South of Lanark Road West, Balerno
		Legal Charge	29/03/2010	09/04/2010	2 3 & 4 Wraylands Drive, Reigate, Surrey
		Standard Security	07/04/2010	23/04/2010	Ground at North Allerton Farm, East Kilbride
		Legal Charge	04/05/2010	11/05/2010	Land at 5 Hedgerley Lane, Gerrards Cross
		Legal Charge	05/05/2010	11/05/2010	Land on the West side of Tewkesbury Road, Eckington
		Legal Charge	07/05/2010	14/05/2010	Leasehold Land Royal Shrewsbury Hospital, South Mitton Oak Road, Shrewsbury
		Standard Security	05/05/2010	20/05/2010	Site 1 Belldyke Road, Larbert
		Legal Charge	08/06/2010	17/06/2010	Freehold Land at Montrachet, Donnerville Gardens, Admaston
		Legal Charge	30/06/2010	09/07/2010	Freehold land which forms part only of the property known as Upper Meadow, Hedgerley Lane, Gerrards Cross
		Standard Security	12/07/2010	17/07/2010	Freelands Road Ratho
		Legal Charge	06/09/2010	15/09/2010	Tranche VT3 Westlake Avenue, Hampton Vale
		Legal Charge	20/09/2010	08/10/2010	Freehold Land at Purdy Road, Tipton, West Midlands
		Legal Charge	01/10/2010	12/10/2010	Freehold land at 7 and 9 Gullet Lane, Kirby Muxloe
		Legal Charge	06/10/2010	12/10/2010	Freehold land at the rear of 8 Crick Road 10 Crick Road, 12 and 14 Crick Road, and 16 Crick Road Rugby
		Legal Charge	30/07/2010	03/08/2010	The land at Raans Road Amersham
		Legal Charge	01/12/2010	09/12/2010	Freehold land at Molly

				Miller s Lane, Wokingham
Legal Charge	01/12/2010	09/12/2010		Freehold land at Molly Miller's Lane, Wokingham
Legal Charge	02/12/2010	17/12/2010		Freehold land at Verney Road, Winslow
Standard Security	22/12/2010	10/01/2011		Subjects at Woodilee Hospital Site, Lenzie
Standard Security	29/12/2010	11/01/2011		Trinity Park House, South Trinity Road, Edinburgh
Legal Charge	06/01/2011	11/01/2011		Land at Molly Miller's Lane, Wokingham
Legal Charge	14/02/2011	17/02/2011		Freehold land at Churchfield Avenue, Weybridge
Legal Charge	14/02/2011	17/02/2011		Freehold land at Churchfield Avenue, Weybridge
Standard Security	09/03/2011	15/03/2011		Subjects at Freelands Road, Ratho
Standard Security	07/04/2011	16/04/2011		Freelands Road, Ratho, area of Union Canal, New bridge
Standard Security	02/05/2011	06/05/2011		Subjects at Queen Margaret University Campus, Clerwood Terrace, Corstorphine
Legal Charge	01/06/2011	08/06/2011		Bardello (formerly The Old Colonial) Damson Lane
Legal Charge	03/06/2011	23/06/2011		Land at Verney Road, Winslow
Legal Charge	04/07/2011	06/07/2011		Freehold land at Molly Miller's Lane, Wokingham
Standard Security	25/07/2011	11/08/2011		All and whole those subjects situated on or towards the North of Lasswade Road, Eskbank
Standard Security	03/08/2011	17/08/2011		West side of Peel Road, Thornton Hall, Glasgow
Legal Charge	16/08/2011	23/08/2011		Freehold land and buildings known as Morningside, Knowle Grove, Virginia Water
Standard Security	01/09/2011	08/09/2011		3 Lanrig Holdings, Lindseybegg Road

				Chryston, Glasgow
	Standard Security	14/10/2011	21/10/2011	Freehold at Knole Croft and Woodlands, Longfield Road, Dorking
	Standard Security	22/12/2011	05/01/2012	Area of ground on or towards the west of South Trinity Road, Edinburgh T/N MID11160
	Legal Charge	17/02/2012	24/02/2012	Land at Molly Millar's Lane, Wokingham part of T/N BK362156 and BK365785,
	Standard Security	01/03/2012	07/03/2012	Property at Foveran Aberdeenshire ABN37475
	Legal Charge	05/04/2012	11/04/2012	30A Peachfield Road Malvern WR85054
	Standard Security	10/04/2012	19/04/2012	Ground lying to North or Northwest of Bellsdyke Road Larbert
	Standard Security	18/04/2012	25/04/2012	Hanna Research Park St Quivox Ayrshire
	Standard Security	25/04/2012	10/05/2012	Subjects north of Lasswade Road, Eskbank MID136048
	Standard Security	26/04/2012	11/05/2012	Subjects at Lanrig Holdings Lindsaybeg Road Chryston Glasgow GLA55709
	Standard Security	27/04/2012	16/05/2012	Area of ground south east of Sinclair Street and northeast of Victoria Road, Helensburgh DMB73221
	Standard Security	16/05/2012	24/05/2012	Phase 1 subjects at Abbey Park, Auchterarder
	Standard Security	16/05/2012	24/05/2012	Phase 2 subjects at Abbey Park, Auchterarder
	Standard Security	04/06/2012	14/06/2012	15 Ironmills Road, Dalkeith, Midlothian (2 708 acres)
	Standard Security	13/06/2012	15/06/2012	Ardnablane, Dunblane PTH30389 and PTH31855
	Legal Charge	03/07/2012	06/07/2012	Freehold land and premises known as Woodlands Eastcombe Stroud Gloucestershire

		Standard Security	05/07/2012	12/07/2012	Subjects at Deanston, Doune
		Legal Charge	13/07/2012	24/07/2012	Phase 1, Rugby Gateway
		Standard Security	30/08/2012	04/09/2012	Auchinairn Road, Bishopsbriggs (title number GLA168332 and GLA154748)
		Standard Security	11/10/2012	18/10/2012	North of Lasswade Road Eskbank MID136048
		Standard Security	16/10/2012	25/10/2012	land at Morkeu Friarsfield Cults (Phase 2)
		Standard Security	16/10/2012	25/10/2012	land at Morkeu Friarsfield Cults (Phase 1)
		Standard Security	27/11/2012	04/12/2012	former lands of Low Borland, east side of Glasgow Road, Eaglesham
		Standard Security	27/11/2012	04/12/2012	6 98 acres at Waterfoot East Renfrewshire
		Standard Security	28/12/2012	31/12/2012	2 33 hectares of ground to south and south west of Hamilton Road, Larbert
		Standard Security	28/12/2012	31/12/2012	Areas 2 and 3, part of 2 33 hectares to south and southwest of Hamilton Road, Larbert
		Legal Charge	11/01/2013	15/01/2013	Church Road, Catshill, Broomsgrove YHW14203 AND WR118009
		Standard Security	09/01/2013	17/01/2013	0 82 acres at Craigton Road, Cults, Aberdeen
		Legal Charge	01/02/2013	13/02/2013	Land at Molly Millar's Lane, Wokingham, BK362156
		Legal Charge	30/01/2013	13/02/2013	1 10 acres to North of Buckstone Grove, Edinburgh forming part of former Mortonhall Quarry
		Standard Security	20/02/2013	28/02/2013	Subjects at Gilsland, North Berwick
		Legal Charge	18/03/2013	22/03/2013	Freehold land at Phase 1 and 2, 7 <sup>th</sup> Avenue, Moreton-in-Marsh
		Standard Security	16/04/2013	23/04/2013	Subjects at Hannah Research Park, St Quivox, Ayr
		Legal Charge	08/05/2013	16/05/2013	Freehold Land at Chapel



				Road and Stratford Road, Pebworth
	Standard Security	13/05/2013	17/05/2013	One half pro indiviso share in affordable housing site at Fairmilehead, Buckstone Terrace
	Standard Security	13/05/2013	17/05/2013	Subjects at Tranche 1, Fairmilehead
	Legal Charge	07/05/2013	17/05/2013	Freehold land at Dixons Gap, Wingrave Road, Wilstone Tring, Hertfordshire
	Legal Charge	10/06/2013	11/06/2013	Freehold land at Chapel Road, Pebworth
	Legal Charge	21/06/2013	24/06/2013	Freehold land at Stratford Road, Shipston-on-Stour
	Legal Charge	05/07/2013	11/07/2013	Freehold land at Molly Millar's Lane, Wokingham
	Standard Security	05/07/2013	22/07/2013	1 696 hectares at the former Royal Ordnance Factory, Bishopton
	Legal Charge	19/07/2013	01/08/2013	Freehold land at Mead Lane, Chertsey
	Legal Charge	31/07/2013	06/08/2013	Freehold land at Claphill Lane, Rushwick
	Legal Charge	07/08/2013	08/08/2013	Freehold land at Mill Green Farm, Aldridge
	Standard Security	23/07/2013	08/08/2013	Subjects at Deanston, Doune
	Standard Security	19/08/2013	20/08/2013	Subjects at Airthrey Mill, Bridge of Allan
	Legal Charge	14/08/2013	23/08/2013	Subjects at Church Road, Crowle
	Legal Charge	19/09/2013	02/10/2013	Freehold land at Bayham Road, Tunbridge Wells, Kent
	Legal Charge	17/09/2013	04/10/2013	Freehold land at Church Road, Crowle
	Standard Security	02/10/2013	07/10/2013	Subjects at Dunmore Street, Balfron
	Standard Security	14/10/2013	18/10/2013	Newlands Farm, East Kilbride

		Legal Charge	16/10/2013	22/10/2013	Freehold land at Glebelands and St Cloud Brockenhurst Road, Ascot, Berkshire
		Legal Charge	25/11/2013	26/11/2013	5.45 acres to the north of Friarsfield Road, Culter, Aberdeen
		Legal Charge	25/11/2013	26/11/2013	6.93 acres to the north of Friarsfield Road, Culter, Aberdeen
		Legal Charge	04/12/2013	10/12/2013	Land at Western Road, Hagley
		Legal Charge	02/12/2013	11/12/2013	Land at Barco and Nantmore, Charterhouse Road, Godalming, Surrey
		Standard Security	15/12/2013	20/12/2013	1.696 hectares at the former Royal Ordnance Factory, Bishopton
		Standard Security	23/12/2013	03/01/2014	Land to the South of Woodlands Avenue, Woodley
		Standard Security	23/12/2013	06/01/2014	Compound site at Camberley Heath Golf Course, Golf Road, Camberley
		Standard Security	10/01/2014	13/01/2014	Land at Kidderminster Road, Hagley
		Standard Security	06/01/2014	13/01/2014	Land at Fairacre, Ravensdale Road, Sunningdale, Ascot
		Standard Security	21/01/2014	24/01/2014	Land at Blacklands Place, Lenzie
		Standard Security	17/01/2014	31/01/2014	Chaldon Mead Hostel, Rook Lane, Chaldon, Caterham
CALA Ventures Limited	SC298938	Floating Charge	22/05/2006	06/06/2006	
		Standard Security	07/07/2006	13/07/2006	A one third pro indiviso share in that area of land at Newmans, Kirkliston
		Standard Security	07/07/2006	13/07/2006	A one third pro indiviso share in those parts of Almondhill Farm, Kirkliston
		Legal Charge	22/02/2008	06/03/2008	Land forming part of RAF West Ruislip
		Bond and Floating	21/12/2009	23/12/2009	

		Charge			
		Legal Charge	21/12/2009	23/12/2009	Freehold land at RAF West Ruislip, High Road, Ickenham
		Legal Charge	21/12/2009	23/12/2009	Freehold land lying to the South East of Milton Road, Broughton
		Debenture	21/12/2009	23/12/2009	
		Standard Security	30/12/2009	11/01/2010	Subjects at Almondhill Farm, Kirkliston
		Standard Security	30/12/2009	11/01/2010	Subjects at Grovewood Hill, Craigs Road, Edinburgh
		Debenture	29/06/2010	07/07/2010	
		Share Pledge	29/06/2010	14/07/2010	
		Standard Security	06/01/2011	25/01/2011	Area of ground at Longacre, Kirkliston
		Standard Security	06/01/2011	25/01/2011	All and whole those three areas of ground North-east of Almondhill Road, Kirkliston
		Legal Charge	21/09/2011	07/10/2011	Tranche 8 Site Cassio Campus West Herts College, Watford
		Guarantee	29/11/2007		
		Guarantee	21/12/2009		
		Legal Charge	04/01/2012	19/01/2012	Freehold land known as Tranche 6 Site, Cassio Campus, West Herts College, Watford HD382027
		Legal Charge	03/02/2012	20/02/2012	Freehold land known as Tranche 10 Site Cassio Campus, West Herts College, Watford HD382027
		Legal Charge	02/04/2012	12/04/2012	Freehold land known as the Tranche 5 Site, Cassio Campus, West Herts College, Watford HD382027
		Legal Charge	02/04/2012	12/04/2012	Freehold land known as Tranche 11 Site, Cassio

					Campus, West Herts College, Watford HD382027
		Legal Charge	05/07/2012	13/07/2012	Freehold land known as Tranche 4 Site, Cassio Campus West Herts College, Watford HD382027
		Legal Charge	05/07/2012	13/07/2012	Freehold land known as Tranche 9 Site, Cassio Campus, West Herts College, Watford HD382027
		Legal Charge	04/10/2012	12/10/2012	Freehold land known as Trache 1, 2, 7 and 12 Sites, Cassio Campus, West Herts College, Watford HD382027
		Standard Security	11/09/2013	23/09/2013	Subjects at Wellheads Farm, Murieston Road Livingston
CALA 1999 Limited	SC194813	Floating Charge	29/11/2007	05/12/2007	
		Guarantee	29/11/2007		
		Bond and Floating Charge	21/12/2009	23/12/2009	
		Debenture	21/12/2009	23/12/2009	
		Debenture	29/06/2010	07/07/2010	
		Share Pledge	29/06/2010	14/07/2010	
		Guarantee	21/12/2009		
CALA Land Investments Limited	SC226976	Floating Charge	28/03/2002	08/04/2002	
		Bond and Floating Charge	21/12/2009	23/12/2009	
		Debenture	21/12/2009	23/12/2009	
		Standard Security	30/12/2009	11/01/2010	Subjects towards the North of Ocean Drive, Albert Quay
		Debenture	29/06/2010	07/07/2010	
		Guarantee	21/12/2009		
CALA Land Investments (Bearsden) Limited	SC255675	Floating Charge	27/11/2003	02/12/2003	
		Standard Security	15/12/2003	22/12/2003	3 5 hectares on East side of Milngavie Road, Milngavie

		Standard Security	13/02/2008	16/02/2008	Subjects on the East side of Milngavie Road Milngavie
		Bond and Floating Charge	21/12/2009	23/12/2009	
		Debenture	21/12/2009	23/12/2009	
		Standard Security	30/12/2009	11/01/2010	Subjects extending to 3.5 hectares on the East side of Milngavie Road
		Debenture	29/06/2010	07/07/2010	
		Guarantee			
		Guarantee	21/12/2009		
CALA Homes (Scotland) Limited	SC222578	Bond and Floating Charge	21/12/2009	23/12/2009	
		Debenture	21/12/2009	23/12/2009	
		Debenture	29/06/2010	07/07/2010	
		Guarantee	21/12/2009		
CALA Homes (Southern) Limited	01130451	Legal Charge	16/11/1987	18/11/1987	The ITS Site Petersfield, Hampshire
		Letter of Offset	09/08/1989	11/08/1989	
		Debenture	21/12/2009	23/12/2009	
		Floating Charge	21/12/2009	23/12/2009	
		Debenture	29/06/2010	07/07/2010	
		Guarantee	21/12/2009		
CALA 1 Limited	08428297	Debenture	18/03/2013	22/03/2013	
		Share Pledge	18/03/2013	22/03/2013	
CALA Group (Holdings) Limited	08428265	Debenture	18/03/2013	22/03/2013	

EXECUTION PAGE

EXECUTED and delivered as a deed by  
CALA GROUP LIMITED  
acting by

[Redacted signature]

Director

in the presence of

[Redacted signature]

Witness signature

[Redacted name]

Print name

[Redacted address]

Address

[Redacted address]

EXECUTED and delivered as a deed by  
CALA LIMITED  
acting by

[Redacted signature]

Director

in the presence of

[Redacted signature]

Witness signature

[Redacted name]

Print name

[Redacted address]

Address

EXECUTED and delivered as a deed by  
**CALA MANAGEMENT LIMITED**  
 acting by.

.. [REDACTED] ... Director

in the presence of.

.. [REDACTED] ... Witness signature

[REDACTED] Print name

[REDACTED] Address

EXECUTED and delivered as a deed by  
**CALA VENTURES LIMITED**  
 acting by

[REDACTED] . . Director

in the presence of

[REDACTED] . . . Witness signature

[REDACTED] Print name

[REDACTED] Address

EXECUTED and delivered as a deed by  
**CALA 1999 LIMITED**  
 acting by

[REDACTED] Director

in the presence of

[REDACTED] . . . Witness signature

[REDACTED] . . . Print name

[REDACTED] . Address

EXECUTED and delivered as a deed by

**CALA LAND INVESTMENTS LIMITED**

acting by

..... Director

in the presence of

..... Witness signature

..... Print name

..... Address

EXECUTED and delivered as a deed by

**CALA LAND INVESTMENTS (BEARSDEN) LIMITED**

acting by

..... Director

in the presence of

..... Witness signature

..... Print name

..... Address

EXECUTED and delivered as a deed by

**CALA HOMES (SCOTLAND) LIMITED**

acting by

..... Director

in the presence of

..... Witness signature

..... Print name

..... Address



EXECUTED and delivered as a deed by  
**CALA HOMES (SOUTHERN) LIMITED**  
 acting by [REDACTED]

..... Director

in the presence of:

[REDACTED] Witness signature

[REDACTED] Print name

[REDACTED] Address

EXECUTED and delivered as a deed by  
**CALA 1 LIMITED**  
 acting by [REDACTED]

... Director

in the presence of

[REDACTED] Witness signature

[REDACTED] Print name

[REDACTED] Address

EXECUTED and delivered as a deed by  
**CALA GROUP (HOLDINGS) LIMITED**  
 acting by [REDACTED]

[REDACTED] Director


in the presence of

[REDACTED] Witness signature

[REDACTED] Print name

[REDACTED] Address

**Security Trustee**

**EXECUTED AS A DEED by**  
**Bank of Scotland plc**  
**as Security Trustee**  
by 

....Authorised Signatory

in the presence of this witness:

...Witness

Full Name

. Address