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COMPANIES FORM No. 466(Scot)

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

466

CHFP025

Please do not
write in this
margin

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 410 and 466 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[4][5][5]

SC013655

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

Name of company

* CALA MANAGEMENT LIMITED (the "Chargor")

* insert full name
of Company

Date of creation of the charge (note 1)

10 JULY 2018

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

FLOATING CHARGE (Charge code SC01 3655 0455)(the "Floating Charge")

Names of the persons entitled to charge

BANK OF SCOTLAND PLC (Company Number SC327000) and having its registered office at The Mount, Edinburgh, EH1 1YZ as agent and security trustee for each of the Senior Parties.

Short particulars of all the property charged

THE WHOLE OF THE PROPERTY, ASSETS AND UNDERTAKING (INCLUDING UNCALLED CAPITAL) FROM TIME TO TIME OF THE CHARGOR.

Presenter's name address and
reference (if any):
Pinsent Masons LLP
13 Queen's Road
Aberdeen
AB15 4YL

DX AB 32 ABERDEEN

For official use (06/2005)
Charges Section

Post room

TUESDAY



SCT

S84IAQ2I

30/04/2019

#216

COMPANIES HOUSE

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

1. Bank of Scotland plc (company number SC327000) with address at The Mound, Edinburgh, EH1 1YZ;
2. Cala Management Limited (company number SC013655) with registered office at Adam House, 5 Mid New Cultins, Edinburgh, EH11 4DU;
3. Ashford and St Peter's Hospitals NHS Foundation Trust, with address at St Peter's Hospital, Guildford Road, Surrey, KT16 0PZ; and
4. Surrey and Borders Partnership NHS Foundation Trust, with address at 18 Mole Business Park, Leatherhead, Surrey, KT16 0PZ
(together the "Parties")

*Please do not
write in
this margin*

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

Date(s) of execution of the instrument of alteration

16 April 2019

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

N/A

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

*Please do not
write in
this margin*

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

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

The Parties agree that the Legal Charges will rank prior to the Floating Charge in respect of all sums and/or obligations secured respectively thereby, notwithstanding the terms of the Floating Charge and/or any previous alterations to it.

"Legal Charges" means (1) the legal charge granted by the Chargor in favour of Surrey and Borders Partnership NHS Foundation Trust, relating to land and properties at West Site, St Peter's Hospital, Chertsey dated 28 March 2019 and (2) the legal charge granted by the Chargor in favour of Ashford and St Peter's Hospitals NHS Foundation Trust, relating to land and properties at West Site, St Peter's Hospital, Chertsey dated 28 March 2019.

See the instrument of alteration for full details.

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Please do not
write in
this margin

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

Signed Paul Mass UP Date 29/04/19
On behalf of [company][chargee]†

A fee is payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc, as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, 139 Fountainbridge, Edinburgh, EH3 9FF DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as
appropriate



FILE COPY

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

COMPANY NO. 13655
CHARGE CODE SC01 3655 0455

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 16 APRIL 2019 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 30 APRIL 2019

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 10
JULY 2018

BY CALA MANAGEMENT LIMITED

IN FAVOUR OF
BANK OF SCOTLAND PLC AS SECURITY TRUSTEE

GIVEN AT COMPANIES HOUSE, EDINBURGH 3 MAY 2019



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

BANK OF SCOTLAND

Level 3 New Uberior House,
11 Earl Grey Street,
Edinburgh
EH3 9BN

CALA Management Limited
C/O CALA Homes Thames Limited
54 The Causeway
Staines-upon-Thames
Surrey TW18 3AX

We certify that, save for material
redacted pursuant to s.859G of the
Companies Act 2006, this copy instrument is a
correct copy of the original instrument

and

ASHFORD AND ST. PETER'S HOSPITALS NHS FOUNDATION TRUST
St Peter's Hospital
Guildford Road
Chertsey
Surrey
KT16 0PZ
("Seller 1")

Paul Mases LLP
29/04/19

and

SURREY AND BORDERS PARTNERSHIP NHS FOUNDATION TRUST
18 Mole Business Park
Leatherhead
Surrey
KT22 7AD
("Seller 2")

Date: *16 April* ~~16 March~~ 2019

Dear Sirs

Customer: CALA Management Limited (Company Number SC013655) ("the Customer")
Property: Land and Properties at West Site, St. Peter's Hospital, Chertsey ("the Property")

We refer to the bond and floating charge granted in our favour by the Customer dated 10 July 2018 and registered with the Registrar of Companies on 19 July 2018 (the "Floating Charge") and confirm:

1. all floating charges and debentures granted by the Customer in our favour dated prior to the date of this letter (other than the Floating Charge) have been released and discharged;
2. that at this date we have taken no steps to crystallise the Floating Charge and are not aware of any circumstances arising which would lead to the crystallisation of the Floating Charge;
3. notwithstanding the terms of the Floating Charge, we consent to the grant by the Customer of:
 - (a) a legal charge in favour of Seller 1 over the Property; and
 - (b) a legal charge in favour of Seller 2 over the Property;

This notice is intended only for the above addressee. It may contain privileged information. If you are not the addressee you must not copy, distribute, disclose or use any of the information in it. If you have received it in error please destroy and immediately notify the sender. Bank of Scotland plc: Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland no. 327000. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

(together the "Legal Charges"),

in each case, in security of certain obligations provided for in agreement for the sale of the Property with leaseback entered into between (1) Seller 1 and Seller 2 and (2) the Customer and (3) Cala Group Limited on or around the date of this letter and we agree that the Legal Charges will rank prior to the Floating Charge;

4. the parties agree that the Legal Charges will rank prior to the Floating Charge in respect of all sums and/or obligations secured respectively thereby, notwithstanding the terms of the Floating Charge and/or any previous alterations to it;
5. this letter may be relied upon by the Seller 1 and Seller 2 as ranking the Legal Charges (in questions as between us, our successors in ownership of the debt of the Customer and Seller 1 and/or Seller 2) in the manner provided for in paragraph 4 hereof; and
6. this letter constitutes an instrument of alteration of the Floating Charge created by a company registered in Scotland pursuant to section 466 of the Companies Acts 1985 and/or Section 8590 of the Companies Act 2006 (and accordingly this letter constitutes an instrument of alteration of the Floating Charge).

This letter may be executed in any number of counterparts and by all of the parties on separate counterparts. Where executed in counterparts:

1. this letter shall not take effect until all of the counterparts have been delivered; and
2. delivery will take place when the date of delivery is agreed among the parties after execution of this letter as evidenced by the date inserted on page 2 of this letter.

Where not executed in counterparts, this letter shall become effective on the date agreed among the parties as evidenced by the date inserted on page 2 of this letter.

This letter and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the law of Scotland.

Yours faithfully

.....
For and on behalf of
Bank of Scotland plc

Attorney *ASSOCIATE DIRECTOR*

Name: *JOHN TOGHER*

DATE OF DELIVERY: *16th*
16th April 2019

.....
Witness
Name: *HANNAH BROSNAN*

Address: *NEW URBOR HOUSE*

*11 EARL GREY STREET
EDINBURGH, EH3 9BN.*

We, **CALA Management Limited**, a company incorporated under the Companies Acts (Registered No SC013655) and having its Registered Office at Adam House, 5 Mid New Cultins, Edinburgh, EH11 4DU, acknowledge and accept the foregoing letter

..... Director / Secretary / Authorised Signatory

IAN CURRY..... Name

..... Director / Authorised Signatory

ROBERT HALL..... Name

We, **ASHFORD AND ST. PETER'S HOSPITALS NHS FOUNDATION TRUST and SURREY AND BORDERS PARTNERSHIP NHS FOUNDATION TRUST**, acknowledge receipt of the foregoing letter and accept the provisions thereof.

SUBSCRIBED and SEALED for and on behalf of

ASHFORD AND ST. PETER'S HOSPITALS NHS FOUNDATION TRUST

at

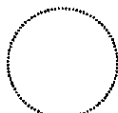
on the day

of 2019

by

..... Chairperson/Authorised Signatory

..... Full Name



SUBSCRIBED and SEALED for and on behalf of

SURREY AND BORDERS PARTNERSHIP NHS FOUNDATION TRUST

at

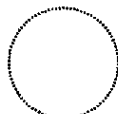
on the day

of 2019

by

..... Chairperson/Authorised Signatory

..... Full Name



We, **CALA Management Limited**, a company incorporated under the Companies Acts (Registered No SC013655) and having its Registered Office at Adam House, 5 Mid New Cultins, Edinburgh, EH11 4DU, acknowledge and accept the foregoing letter

..... Director / Secretary / Authorised Signatory

..... Name

..... Director / Authorised Signatory

..... Name

We, **ASHFORD AND ST. PETER'S HOSPITALS NHS FOUNDATION TRUST** and **SURREY AND BORDERS PARTNERSHIP NHS FOUNDATION TRUST**, acknowledge receipt of the foregoing letter and accept the provisions thereof.

SUBSCRIBED and SEALED for and on behalf of

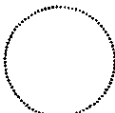
ASHFORD AND ST. PETER'S HOSPITALS NHS FOUNDATION TRUST

at St. Peter's Hospital, Chertsey.

on the 29th day

of March 2019

by

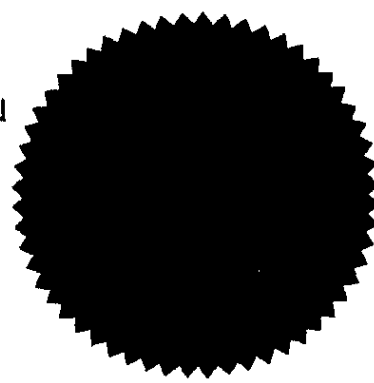


[Redacted] Chairperson/Authorised Signatory

LOUISE McKEOWN Full Name

[Redacted] Chairperson/Authorised Signatory

Sue Tranter Full Name



SUBSCRIBED and SEALED for and on behalf of

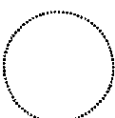
SURREY AND BORDERS PARTNERSHIP NHS FOUNDATION TRUST

at

on the day

of 2019

by



We, **CALA Management Limited**, a company incorporated under the Companies Acts (Registered No SC013655) and having its Registered Office at Adam House, 5 Mid New Cultins, Edinburgh, EH11 4DU, acknowledge and accept the foregoing letter

..... Director / Secretary / Authorised Signatory

..... Name

..... Director / Authorised Signatory

..... Name

We, **ASHFORD AND ST. PETER'S HOSPITALS NHS FOUNDATION TRUST** and **SURREY AND BORDERS PARTNERSHIP NHS FOUNDATION TRUST**, acknowledge receipt of the foregoing letter and accept the provisions thereof.

SUBSCRIBED and SEALED for and on behalf of
ASHFORD AND ST. PETER'S HOSPITALS NHS FOUNDATION TRUST

at
on the day
of 2019
by

..... Chairperson/Authorised Signatory
..... Full Name

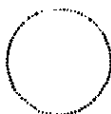


SUBSCRIBED and SEALED for and on behalf of
SURREY AND BORDERS PARTNERSHIP NHS FOUNDATION TRUST

at
on the 16 day
of APRIL 2019
by

..... Chairperson/Authorised Signatory
..... Full Name

GNATHAM WAREHAM



LORNA PATINE