

M

COMPANIES FORM No. 466(Scot)

466

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

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

[1 1 1 1]

SC255675

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

Name of company

* CALA Land Investments (Bearsden) 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 SC25 5675 0012) (the "Floating Charge")

Names of the persons entitled to charge

Bank of Scotland plc as Security Trustee

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.

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

Dickson Minto W.S
16 Charlotte Square
Edinburgh
EH2 4DF

199

For official use (06/2005)
COMPANIES HOUSE
Charges Section
EDINBURGH

12 AUG 2019

FRONT DESK

MONDAY



S8BNUY92
SCT 12/08/2019 #21
COMPANIES HOUSE

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

See Rider A

*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

26 July 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

See Rider B

*Please do not
write in
this margin*

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

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

See Rider C

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 Dillon Minter W.S. Date 12 August 2019

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

**CALA LAND INVESTMENTS (BEARSDEN) LIMITED
(REGISTERED NUMBER SC255675)**

RIDER A – FORM 466 (DEED OF CONFIRMATION)

Names, and addresses of the persons who have executed the instrument of alteration

1. CALA Group (Holdings) Limited, Cala House, 54 The Causeway, Staines-Upon-Thames, Surrey TW18 3AX;
2. CALA Group Limited, Adam House, 5 Mid New Cultins, Edinburgh EH11 4DU;
3. CALA Homes Limited, Johnstone House, 52-54 Rose Street, Aberdeen AB10 1HA;
4. CALA Management Limited, Adam House, 5 Mid New Cultins, Edinburgh EH11 4DU;
5. CALA Ventures Limited, Adam House, 5 Mid New Cultins, Edinburgh EH11 4DU;
6. CALA 1999 Limited, Adam House, 5 Mid New Cultins, Edinburgh EH11 4DU;
7. CALA Land Investments Limited, Adam House, 5 Mid New Cultins, Edinburgh EH11 4DU;
8. CALA Land Investments (Bearsden) Limited, Adam House, 5 Mid New Cultins, Edinburgh EH11 4DU;
9. CALA 1 Limited, Cala House, 54 The Causeway, Staines-Upon-Thames, Surrey TW18 3AX;
10. Bank of Scotland plc, The Mound, Edinburgh EH1 1YZ; and
11. The Trustees of the CALA Retirement and Death Benefits Scheme, Adam House, 5 Mid New Cultins, Edinburgh EH11 4DU.

CALA LAND INVESTMENTS (BEARSDEN) LIMITED
(REGISTERED NUMBER SC255675)

RIDER B – FORM 466 (DEED OF CONFIRMATION)

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

The Total Commitments (as defined in the Amended Senior Facility Agreement) have been increased to £350,000,000.

Where:

"Amendment Agreement" means the amendment and restatement agreement in respect of the Original Facility Agreement dated on or about the date of the Deed of Confirmation made between, among others, the Obligors and the Security Trustee;

"Amended Senior Facility Agreement" means the Original Facility Agreement as amended and restated by the Amendment Agreement;

"Original Facility Agreement" means the facility agreement dated 6 July 2018 made between, among others, the Obligors and the Security Trustee;

"Obligors" means CALA Group (Holdings) Limited, CALA Group Limited, CALA Homes Limited, CALA Management Limited, CALA Ventures Limited, CALA 1999 Limited, CALA Land Investments Limited and CALA Land Investments (Bearsden) Limited;

"Pension Creditor" means the Trustees of the CALA Retirement and Death Benefits Scheme;

"Security Trustee" means Bank of Scotland plc as security trustee for each of the Senior Creditors;

"Senior Creditors" has the meaning given to that term in the Intercreditor Agreement; and

"Intercreditor Agreement" means the intercreditor agreement dated 6 July 2018 made between, among others, the Security Trustee, the Pension Creditor and the Obligors.

Terms defined in Rider A to the Form 466 shall have the same meaning when used in this Rider B.

**CALA LAND INVESTMENTS (BEARSDEN) LIMITED
(REGISTERED NUMBER SC255675)**

RIDER C – FORM 466 (DEED OF CONFIRMATION)

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

Each party to the Deed of Confirmation acknowledges that:

1. the Senior Discharge Date has been extended pursuant to the Amendment Agreement;
2. if the extension option in the Amended Senior Facility Agreement is exercised, the Senior Discharge Date may not occur until at least the date falling four years after the Effective Date (and even later if the Senior Discharge Date is subsequently further extended);
3. the Total Commitments (as defined in the Amended Senior Facility Agreement) have been increased to £350,000,000; and
4. additional documents will now fall within the definitions of Senior Security Documents and Senior Finance Documents.

Where:

"Effective Date" has the meaning given to that term in the Amendment Agreement;

"Senior Discharge Date" has the meaning given to that term in the Intercreditor Agreement;

"Senior Finance Documents" has the meaning given to that term in the Intercreditor Agreement;
and

"Senior Security Documents" has the meaning given to that term in the Intercreditor Agreement.

Terms defined in Riders A and B to the Form 466 shall have the same meaning when used in this Rider C.



FILE COPY

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

COMPANY NO. 255675
CHARGE CODE SC25 5675 0012

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 26 JULY 2019 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 12 AUGUST 2019

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 10
JULY 2018

BY CALA LAND INVESTMENTS (BEARSDEN) LIMITED

IN FAVOUR OF
BANK OF SCOTLAND PLC AS SECURITY TRUSTEE

GIVEN AT COMPANIES HOUSE, EDINBURGH 13 AUGUST 2019



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DEED OF CONFIRMATION

26 July 2019

**THE COMPANIES LISTED IN THE SCHEDULE
as Obligors**

and

**BANK OF SCOTLAND PLC
as Security Trustee**

and

**BANK OF SCOTLAND PLC
as Senior Agent**

and

**THE TRUSTEES OF THE CALA RETIREMENT AND DEATH BENEFITS SCHEME
as Pension Creditor**

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

Allen & Overly LLP
07.08.2019

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THIS DEED OF CONFIRMATION is made as a deed on 26 July 2019.

BETWEEN:

- (1) **CALA GROUP (HOLDINGS) LIMITED**, a limited liability company incorporated in England and Wales with registered number 08428265 and with its registered office at Cala House, 54 The Causeway, Staines-Upon-Thames, Surrey, TW18 3AX (the **Parent**);
- (2) **THE COMPANIES** listed in the Schedule (each an **Obligor** and together the **Obligors**);
- (3) **CALA 1 LIMITED**, a limited liability company incorporated in England and Wales with registered number 08428297 and with its registered office at Cala House, 54 The Causeway, Staines-Upon-Thames, Surrey, TW18 3AX (the **Shareholder**);
- (4) **BANK OF SCOTLAND PLC** as agent for each of the Senior Creditors (the **Senior Agent**);
- (5) **BANK OF SCOTLAND PLC** as security trustee for each of the Senior Creditors (the **Security Trustee**); and
- (6) **THE TRUSTEES OF THE CALA RETIREMENT AND DEATH BENEFIT SCHEME** as the Pension Creditor (the **Pension Creditor**).

WHEREAS:

- (A) The Obligors and the Security Trustee, among others, entered into a facility agreement dated 6 July 2018 (the **Original Facility Agreement**).
- (B) The Obligors, the Security Trustee and the Pension Creditor, among others, entered into an intercreditor agreement dated 6 July 2018 (the **Intercreditor Agreement**).
- (C) The Obligors and the Security Trustee, among others, have agreed to an amendment and restatement of the Original 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 Obligors and the Security Trustee.
- (D) Under the terms of the Amendment Agreement, the Obligors are required to enter into this Deed to confirm the terms of the Intercreditor Agreement.
- (E) The Parties acknowledge that certain companies will accede to the Original Facility Agreement and the Intercreditor Agreement shortly after this Deed is signed.

IT IS AGREED as follows:

1. INTERPRETATION

- (a) In this Deed:

Amended Senior Facility Agreement means the Original Facility Agreement as amended and restated by the Amendment Agreement.

Effective Date has the meaning given to that term in the Amendment Agreement.

Party means a party to this Deed.

- (b) Terms defined in the Intercreditor Agreement have the same meaning when used in this Deed.

2. CONFIRMATION

Each Party irrevocably and unconditionally:

- (a) confirms that the definition of “Senior Facility Agreement” in the Intercreditor Agreement expressly covers the Senior Facility Agreement as amended and restated by the Amendment Agreement;
- (b) acknowledges that:
 - (i) the Senior Discharge Date has been extended pursuant to the Amendment Agreement; and
 - (ii) if the extension option in the Amended Senior Facility Agreement is exercised, the Senior Discharge Date may not occur until at least the date falling four years after the Effective Date (and even later if the Senior Discharge Date is subsequently further extended);
- (c) acknowledges that the Total Commitments (as defined in the Amended Senior Facility Agreement) have been increased to £350,000,000;
- (d) acknowledges that additional documents will now fall within the definitions of Senior Security Documents and Senior Finance Documents; and
- (e) confirms that the Intercreditor Agreement, the terms thereof (including but not limited to the rankings contained in the Intercreditor Agreement) remain in full force and effect notwithstanding the terms of the Amendment Agreement and the Amended Senior Facility Agreement.

3. 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.

4. 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.

5. 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 1

THE OBLIGORS

Name	Registration number (08 2000 0000 0000 0000)
CALA Group (Holdings) Limited	08428265
CALA Group Limited	SC326357
CALA Homes Limited	SC074857
CALA Management Limited	SC013655
CALA Ventures Limited	SC298938
CALA 1999 Limited	SC194813
CALA Land Investments Limited	SC226976
CALA Land Investments (Bearsden) Limited	SC255675

SIGNATORIES

PARENT

EXECUTED as a DEED by
CALA GROUP (HOLDINGS) LIMITED
acting by its director in
the presence of:

)
)
)

Signature

Witness details:

Signature of witness:

[Redacted Signature]

Name of witness: Fanny Fecskovics

Address: CMS Cameron McKenna Nabarro Olswang LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN

Occupation: Trainee Solicitor

OBLIGORS

EXECUTED as a DEED by
CALA GROUP (HOLDINGS) LIMITED
acting by its director in
the presence of:

)
)
)

Signature

Witness details:

Signature of witness:

[Redacted Signature]

Name of witness: Fanny Fecskovics

Address: CMS Cameron McKenna Nabarro Olswang LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN

Occupation: Trainee Solicitor

**EXECUTED as a DEED by
CALA GROUP LIMITED**
acting by its director in
the presence of:

)
)
) Signature

Witness details:

Signature of witness:



Name of witness: Fanny Freckovics

Address: _____

Occupation: Trainee Solicitor

**EXECUTED as a DEED by
CALA HOMES LIMITED**
acting by its director in
the presence of:

)
)
) Signature

Witness details:

Signature of witness:



Name of witness: Fanny Freckovics
CMS Cameron McKenna Nabarro Olswang LLP

Address: Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN

Occupation: Trainee Solicitor

EXECUTED as a **DEED** by
CALA MANAGEMENT LIMITED
acting by its director in
the presence of:

) 
)
)
Signature

Witness details:

Signature of witness:



Name of witness: Fanny Feckovius

Address: CMS Cameron McKenna Nabarro Olswang LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN

Occupation: Trainee Solicitor

EXECUTED as a **DEED** by
CALA VENTURES LIMITED
acting by its director in
the presence of:

) 
)
)
Signature

Witness details:

Signature of witness:



Name of witness: Fanny Feckovius

Address: CMS Cameron McKenna Nabarro Olswang LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN

Occupation: Trainee Solicitor

EXECUTED as a DEED by
CALA 1999 LIMITED
acting by its director in
the presence of:

)
)
)
Signature

Witness details:

Signature of witness:



Name of witness: FANNY FECSKOVICS

Address: CMS Cameron McKenna Nabarro Olswang LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN

Occupation: Trainee Solicitor

EXECUTED as a DEED by
CALA LAND INVESTMENTS LIMITED
acting by its director in
the presence of:

)
)
)
Signature

Witness details:

Signature of witness:



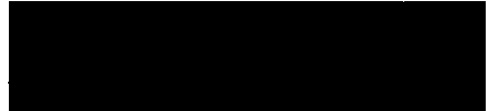
Name of witness: FANNY FECSKOVICS

Address: CMS Cameron McKenna Nabarro Olswang LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN

Occupation: Trainee Solicitor

**EXECUTED as a DEED by
CALA LAND INVESTMENTS
(BEARSDEN) LIMITED**
acting by its director in
the presence of:

)
)
) Signature



Witness details:

Signature of witness:



Name of witness: Fanny Fecskovics

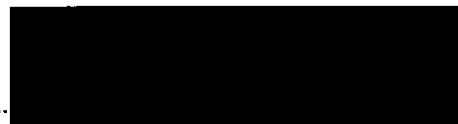
Address: CMS Cameron McKenna Nabarro Olswang LLP
Saltire Court
20 Castle Terrace
Edinburgh

Occupation: EH1 2EN
Trainee solicitor

SHAREHOLDER

**EXECUTED as a DEED by
CALA 1 LIMITED**
acting by its director in
the presence of:

)
)
)
Signature



Witness details:

Signature of witness:



Name of witness: Fanny Fecskovics

Address: CMS Cameron McKenna Nabarro Olswang LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN

Occupation: Trainee solicitor

THE SENIOR AGENT

EXECUTED as a **DEED** by
BANK OF SCOTLAND PLC
acting by its duly authorised signatory in
the presence of

)
)
)

[Redacted Signature]

Signature

Address: **11 Earl Grey Street**
Edinburgh EH3 9BN

Attention: **SCOTT DEATCHER**

Witness details:

Signature of witness:

[Redacted Signature]

Name of witness: NEIL MOYES

Address: 11 Earl Grey Street
Edinburgh EH3 9BN

Occupation: BANKER

THE SECURITY TRUSTEE

EXECUTED as a **DEED** by
BANK OF SCOTLAND PLC
acting by its duly authorised signatory in
the presence of:

)
)
) 
Signature

11 Earl Grey Street
Address: Edinburgh EH3 9BN

Attention: SCOTT DEATCHER

Witness details:

Signature of witness:



Name of witness: NEIL MOYES

Address: 11 Earl Grey Street
Edinburgh EH3 9BN

Occupation: BANKER

THE PENSION CREDITOR

**EXECUTED as a DEED by
THE TRUSTEES OF THE CALA
RETIREMENT AND DEATH BENEFITS
SCHEME**

acting by its authorised signatories:

)
)



Signature

)
)



Signature

Address: CALA Group Ltd
Adam House, 5 Mid New Cultins
Edinburgh EH11 4DU
Fax: 0131 535 5200
Attention: The Pension Trustees