

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

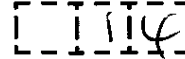
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

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



SC194813

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

Name of company

* CALA 1999 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 SC19 4813 0014) (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):

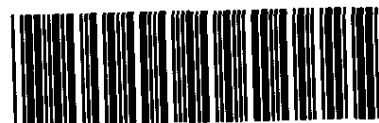
Dickson Minto W.S
16 Charlotte Square
Edinburgh
EH2 4DF

199

For official use (06/2005)

Charges Section

TUESDAY



S96U2GD7

SCT

09/06/2020

#36

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

22 May 2020

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 Dickson Mento Date 8 June 2020

On behalf of ~~XXXXXX~~ [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 1999 LIMITED
(REGISTERED NUMBER SC194813)

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. Legal & General Homes Communities Limited, One, Coleman Street, London, United Kingdom, EC2R 5AA;
11. Legal & General Homes Communities (Crowthorne) Limited, One, Coleman Street, London, United Kingdom, EC2R 5AA;
12. Legal & General Homes Communities (Arborfield) Limited, One, Coleman Street, London, United Kingdom, EC2R 5AA;
13. Legal & General Homes Communities (Shrivenham) Limited, One, Coleman Street, London, United Kingdom, EC2R 5AA;
14. Legal & General Homes Communities (Didcot) Limited, One, Coleman Street, London, United Kingdom, EC2R 5AA;
15. Bank of Scotland plc, The Mound, Edinburgh EH1 1YZ; and
16. The Trustees of the CALA Retirement and Death Benefits Scheme, Adam House, 5 Mid New Cultins, Edinburgh EH11 4DU.

DM

CALA 1999 LIMITED
(REGISTERED NUMBER SC194813)

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 Second Amended Senior Facility Agreement) have been increased to £439,000,000.

Where:

"First Amended Senior Facility Agreement" means the facility agreement dated 6 July 2018 which was amended by an amendment and restatement agreement dated 26 July 2019 between, among others, the Original Obligors and the Security Trustee;

"Intercreditor Agreement" means the intercreditor agreement dated 6 July 2018 which was confirmed by a deed of confirmation dated 26 July 2019 between, among others, the Original Obligors, the Security Trustee and the Pension Creditor;

"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, CALA Land Investments (Bearsden) Limited, Legal & General Homes Communities Limited, Legal & General Homes Communities (Crowthorne) Limited, Legal & General Homes Communities (Arborfield) Limited, Legal & General Homes Communities (Shrivenham) Limited, Legal & General Homes Communities (Didcot) Limited;

"Original 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;

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

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

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

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

DM

CALA 1999 LIMITED
(REGISTERED NUMBER SC194813)

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 irrevocably and unconditionally:

- a) acknowledges that the Total Commitments (as defined in the Second Amended Senior Facility Agreement) have been increased to £439,000,000, being the aggregate of:
 - i. an £89,000,000 term loan facility made available pursuant to the Second Amendment Agreement terminating on the date falling 18 months after the Second Effective Date; and
 - ii. the £350,000,000 revolving loan facility previously made available pursuant to the First Amended Facility Agreement;
- b) acknowledges that Subordinated Debt (as defined in the Second Amended Senior Facility Agreement) in an aggregate amount of £50,000,000 has been advanced to the Parent by the L&G Shareholder (as defined in the Second Amended Senior Facility Agreement) on 15 May 2020; and
- c) acknowledges that additional documents will now fall within the definitions of Senior Security Documents and Senior Finance Documents.

Where:

"First Amended Facility Agreement" means the facility agreement dated 6 July 2018 which was amended by an amendment and restatement agreement dated 26 July 2019 between, among others, the Original Obligors and the Security Trustee;

"Parent" means 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;

"Second Effective Date" has the meaning given to that term in the Second Amendment 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 Rider B to the Form 466 shall have the same meaning when used in this Rider C.

DM



FILE COPY

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

COMPANY NO. 194813
CHARGE CODE SC19 4813 0014

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 22 MAY 2020 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 9 JUNE 2020

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 10
JULY 2018

BY CALA 1999 LIMITED

IN FAVOUR OF
BANK OF SCOTLAND PLC AS SECURITY TRUSTEE

GIVEN AT COMPANIES HOUSE, EDINBURGH 11 JUNE 2020



Companies House



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

EXECUTION VERSION

DEED OF CONFIRMATION

22 May 2020

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

EXCEPT FOR MATERIAL REDACTED PURSUANT
TO S. 854(4) OF THE COMPANIES ACT 2006
I CERTIFY THAT THIS IS A CORRECT COPY
OF THE ORIGINAL DOCUMENT

Allen & Overy LLP

ONE BISHOPS SQUARE
LONDON
E1 6AD

01.06.2020

CONTENTS

Clause	Page
1. Interpretation.....	2
2. Confirmation	2
3. Counterparts.....	2
4. Partial Invalidity	2
5. Governing Law.....	3

Schedule

1. The Obligors	4
Part 1 The Original Obligors	4
Part 2 The 2019 Acceding Obligors.....	5
Signatories	6

THIS DEED OF CONFIRMATION is made as a deed on 22 May 2020.

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 Part 1 of the Schedule (each an **Original Obligor** and together the **Original Obligors**);
- (3) **THE COMPANIES** listed in Part 2 of the Schedule (each a **2019 Acceding Obligor**, together the **2019 Acceding Obligors** and together with the Original Obligors, the **Obligors**);
- (4) **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**);
- (5) **BANK OF SCOTLAND PLC** as agent for each of the Senior Creditors (the **Senior Agent**);
- (6) **BANK OF SCOTLAND PLC** as security trustee for each of the Senior Creditors (the **Security Trustee**); and
- (7) **THE TRUSTEES OF THE CALA RETIREMENT AND DEATH BENEFIT SCHEME** as the Pension Creditor (the **Pension Creditor**).

WHEREAS:

- (A) The Original Obligors and the Security Trustee, among others, entered into a facility agreement dated 6 July 2018 which was amended by an amendment and restatement agreement dated 26 July 2019 between, among others, the Original Obligors and the Security Trustee (the **First Amended Facility Agreement**).
- (B) The Original Obligors, the Security Trustee and the Pension Creditor, among others, entered into an intercreditor agreement dated 6 July 2018 which was confirmed by a deed of confirmation dated 26 July 2019 between, among others, the Original Obligors, the Security Trustee and the Pension Creditor (the **Intercreditor Agreement**).
- (C) The 2019 Acceding Obligors acceded to the First Amended Facility Agreement by an accession deed dated 30 August 2019 between the 2019 Acceding Obligors, the Parent and the Security Trustee, and acceded to the Intercreditor Agreement by an accession deed dated 30 August 2019 between the 2019 Acceding Obligors and the Senior Agent.
- (D) The Obligors and the Security Trustee, among others, have agreed to an amendment and restatement of the First Amended Facility Agreement pursuant to the terms of an amendment and restatement agreement (the **Second Amendment Agreement**) dated on or about the date of this Deed between, among others, the Obligors and the Security Trustee.
- (E) Under the terms of the Second Amendment Agreement, the Obligors are required to enter into this Deed to confirm the terms of the Intercreditor Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

(a) In this Deed:

Party means a party to this Deed.

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

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

(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 Second Amendment Agreement;
- (b) acknowledges that the Total Commitments (as defined in the Second Amended Senior Facility Agreement) have been increased to £439,000,000, being the aggregate of:
 - (i) an £89,000,000 term loan facility made available pursuant to the Second Amendment Agreement terminating on the date falling 18 months after the Second Effective Date; and
 - (ii) the £350,000,000 revolving loan facility previously made available pursuant to the First Amended Facility Agreement;
- (c) acknowledges that Subordinated Debt (as defined in the Second Amended Senior Facility Agreement) in an aggregate amount of £50,000,000 has been advanced to the Parent by the L&G Shareholder (as defined in the Second Amended Senior Facility Agreement) on 15 May 2020;
- (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 Second Amendment Agreement and the Second 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

PART 1

THE ORIGINAL OBLIGORS

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

PART 2

THE 2019 ACCEDING OBLIGORS

Legal & General Homes Communities Limited	10445259
Legal & General Homes Communities (Crowthorne) Limited	10563263
Legal & General Homes Communities (Arborfield) Limited	11050597
Legal & General Homes Communities (Shrivenham) Limited	11107751
Legal & General Homes Communities (Didcot) Limited	11763001

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:

Name of witness: JENNIFER WYLIE

Address: ADAM HOUSE
EDINBURGH EH11 4ON

Occupation: 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:

Name of witness: JENNIFER WYLIE

Address: ADAM HOUSE
EDINBURGH EH11 4ON

Occupation: SOLICITOR

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

)
)
) Signature

Witness details:

Signature of witness:

[Redacted Signature]

Name of witness: JENNIFER WYLIE

Address: ADAM HOUSE
EDINBURGH EH11 4ON

Occupation: SOLICITOR

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

)
)
) Signature

Witness details:

Signature of witness:

[Redacted Signature]

Name of witness: JENNIFER WYLIE

Address: ADAM HOUSE
EDINBURGH, EH11 4ON

Occupation: SOLICITOR

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

)
)
)

Signature

Witness details:

Signature of witness:

[Redacted Signature]

Name of witness: JENNIFER WYLIE

Address: ADAM HOUSE
EDINBURGH

Occupation: SOLICITOR

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

)
)
)

Signature

Witness details:

Signature of witness:

[Redacted Signature]

Name of witness: JENNIFER WYLIE

Address: ADAM HOUSE
EDINBURGH, EH11 40N

Occupation: SOLICITOR

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

)
)
)

[Redacted Signature]

Signature

Witness details:

Signature of witness:

[Redacted Signature]

Name of witness: JENNIFER WYLIE

Address: ADAM HOUSE
EDINBURGH

Occupation: SOLICITOR

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

)
)
)

[Redacted Signature]

Signature

Witness details:

Signature of witness:

[Redacted Signature]

Name of witness: JENNIFER WYLIE

Address: ADAM HOUSE
EDINBURGH EH11 4DU

Occupation: 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:



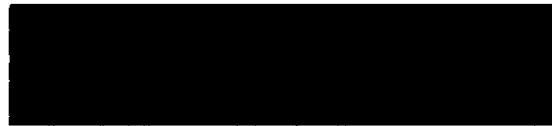
Name of witness: JENNIFER WYLIE

Address: ADAM HOUSE
EDINBURGH EH11 4DN

Occupation: SOLICITOR

EXECUTED as a DEED by
LEGAL & GENERAL HOMES
COMMUNITIES LIMITED
acting by its director in
the presence of:

)
)
) Signature



Witness details:

Signature of witness:



Name of witness: JENNIFER WYLIE

Address: ADAM HOUSE
EDINBURGH EH11 4DN.

Occupation: SOLICITOR

EXECUTED as a DEED by
LEGAL & GENERAL HOMES
COMMUNITIES (CROWTHORNE) LIMITED)
acting by its director in)
the presence of:)

.....
Signature

Witness details:

Signature of witness:

.....

Name of witness: JENNIFER WYLIE

Address: ADAM HOUSE
EDINBURGH

Occupation: SOLICITOR

EXECUTED as a DEED by
LEGAL & GENERAL HOMES
COMMUNITIES (ARBORFIELD) LIMITED)
acting by its director in)
the presence of:)

.....
Signature

Witness details:

Signature of witness:

.....

Name of witness: JENNIFER WYLIE

Address: ADAM HOUSE
EDINBURGH EH11 4ON

Occupation: SOLICITOR

EXECUTED as a DEED by
LEGAL & GENERAL HOMES
COMMUNITIES (SHRIVENHAM) LIMITED)
acting by its director in)
the presence of:)

Signature

Witness details:

Signature of witness:

Name of witness:

JENNIFER WYLIE

Address:

ADAM HOUSE

EDINBURGH EH11 4DU

Occupation:

SOLICITOR

EXECUTED as a DEED by
LEGAL & GENERAL HOMES
COMMUNITIES (DIDCOT) LIMITED)
acting by its director in)
the presence of:)

Signature

Witness details:

Signature of witness:

Name of witness:

JENNIFER WYLIE

Address:

ADAM HOUSE

EDINBURGH, EH11 4DU

Occupation:

SOLICITOR

SHAREHOLDER

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

)
)
)

[REDACTED]

Signature

Witness details:

Signature of witness:

[REDACTED]

Name of witness: JENNIFER WYLIE

Address: ADAM HOUSE
EDINBURGH EH11 4DN

Occupation: SOLICITOR

THE SENIOR AGENT

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

)
)
)
Signature

Address: [REDACTED]

Attention: JENNIFER ESPINER,
ASSOCIATE DIRECTOR,
AGENCY

Witness details:

Signature of witness:

[REDACTED]

Name of witness: MICHAEL ESPINER

Address: [REDACTED]

[REDACTED]

Occupation: FUND ACCOUNTANT

THE SECURITY TRUSTEE

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

)
)
)
Signature

Address: [REDACTED]

Attention: JENNIFER ESPINER,
ASSOCIATE DIRECTOR,
AGENCY

Witness details:

Signature of witness:

[REDACTED]

Name of witness: MICHAEL ESPINER

Address: [REDACTED]

[REDACTED]

Occupation: FUND ACCOUNTANT

THE PENSION CREDITOR

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

acting by its authorised signatories:

)
)

Signature

in the presence of:

Witness details:

Signature of witness:

Name of witness: SHEILA FAZAL

Address: SEAS
71 MANOR STREET

FALKIRK FK1 1NU

Occupation: CHARTERED ACCOUNTANT

)
)

Signature

in the presence of:

Witness details:

Signature of witness:

Name of witness: _____

Address: _____

Occupation: _____

Address: BESTrustees Limited, Five Kings House,
1 Queen Street Place, London, EC4R 1QS

Fax: 020 7332 4108

Attention: Zahir Fazal

THE PENSION CREDITOR

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

acting by its authorised signatories:

)
)

Signature

in the presence of:

Witness details:

Signature of witness:

Name of witness: _____

Address: _____

Occupation: _____

)
)

Signature

in the presence of:

Witness details:

Signature of witness:

Name of witness: CYNDA FRYFE

Address: _____

Occupation: ACCOUNTANT

Address:

Fax:

Attention: