



Registration of a Charge

Company name: **PHP INVESTMENTS NO.2 LIMITED**

Company number: **07647993**



X4C1IJFT

Received for Electronic Filing: **20/07/2015**

Details of Charge

Date of creation: **10/07/2015**

Charge code: **0764 7993 0004**

Persons entitled: **AVIVA PUBLIC PRIVATE FINANCE LIMITED AS TRUSTEE FOR ITSELF AND THE OTHER LENDERS (AS DEFINED IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS FORM MR01) FROM TIME TO TIME.**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

AINSLEY REID



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7647993

Charge code: 0764 7993 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th July 2015 and created by PHP INVESTMENTS NO.2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2015 .

Given at Companies House, Cardiff on 21st July 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 10 July 2015

PHP INVESTMENTS NO.2 LIMITED (1)
(the Company as assignor)

and

AVIVA PUBLIC PRIVATE FINANCE LIMITED (2)
(as trustee for itself and others)

DEED OF ASSIGNMENT

Aviva Investors Real Estate Finance

THIS DEED OF ASSIGNMENT is made the 10th day of July 2015
BETWEEN:

- (1) **PHP INVESTMENTS NO.2 LIMITED** (Company Number 07647993) whose registered office is at 5th Floor Greener House, 66-68 Haymarket, London, England, SW1Y 4RF (the "**Company**") which expression shall include the successors and permitted assigns of the Company); and
- (2) **AVIVA PUBLIC PRIVATE FINANCE LIMITED** (Company Number 2334210) of Rosso 2 Surrey Street, Norwich NR1 3UY as trustee for itself and the other Lenders (as defined below) from time to time (the "**Trustee**").

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS AND CONSTRUCTION

1.1 In this Deed the following expressions shall have the following meanings:

"Assigned Rights"	means all the rights, titles, benefits and interests, whether present or future, of the Company to the Rents including the right to receive the same and the full benefit of any guarantee or security for the performance thereof now or at any time hereafter given together with all claims, causes of action and damages arising in connection therewith and any proceeds of the foregoing;
"Borrowing Group"	means PHP Healthcare Investments (Holdings) Limited (Company Number 07289558) and any company from time to time which is a holding company or subsidiary of PHP Healthcare Investments (Holdings) Limited (Company Number 07289558) and any subsidiary undertaking or associate of any such person and any entity which would but for the fact its shares are mortgaged to a third party fall within this definition;
"Business Day"	means a day (excluding a Saturday or Sunday) on which banks in England are open for counter services;
"Encumbrance"	means any mortgage, standard security, pledge, lien, hypothecation, title retention, charge, assignment or assignation by way of security or other agreement or arrangement having the effect of conferring security;
"Group Member"	means each member of the Borrowing Group from time to time which has an obligation to any Lender in relation to the Indebtedness;
"Indebtedness"	means all moneys, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred by any Group Member to any Lender or for or in respect of which any Group Member may be liable to any Lender whether present or future, actual or contingent on any account whatsoever and in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties including, without limitation, interest, legal and other costs, charges and expenses;
"Lease"	means the lease or leases of the Property or any part thereof including, without limitation, those specified in Part I of Schedule 1 and any other lease or leases affecting the

Property from time to time the immediate reversion of which is vested in the Company together with any other documents affecting the Assigned Rights which expression shall extend to and include the whole or any part thereof and any amendment, variation, substitution or extension thereof;

"Legal Charge" means a deed of legal charge dated 4 October 2011 made between PHP Investments No.1 Limited and the Trustee and all deeds supplemental thereto;

"Lender" means:

(a) the Trustee and Aviva plc;

(b) any company which is or becomes a holding company of any such company or subsidiary or associate of any such company or holding company; and

(c) any company which would, but for the fact its shares are mortgaged to a third party, be a Lender,

but excluding any company which would only be a Lender solely because another Lender has security over the shares in that company;

"Lessee" means the lessee or lessees from time to time under any Lease including, without limitation, the lessee or lessees specified in Part II of Schedule 1;

"Permitted Security" means any Encumbrance expressly permitted in an agreement between a Lender and/or the Trustee and the Company;

"Property" means the property or properties described in Schedule 2;

"Receiver" means any person or persons appointed to be a receiver, administrative receiver or receiver and manager of the Company or all or any part of its assets; and

"Rents" means all moneys from time to time due, owing or incurred to the Company under the Lease or Leases other than sums receivable by the Company by way of insurance contributions, service charge, payments to sinking funds or any VAT payable thereon.

- 1.2 References to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.
- 1.3 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 1.4 References to Clauses and Schedules shall be construed as references to the clauses of and schedules to this Deed and headings to Clauses are inserted for convenience and shall have no effect in the interpretation of this Deed.
- 1.5 The terms "**holding company**" and "**subsidiary**" have the meaning set out in section 1159 of the Companies Act 2006, "**subsidiary undertaking**" has the meaning set out

in section 1162 of the Companies Act 2006 and "**associate**" has the meaning set out in section 435 of the Insolvency Act 1986.

- 1.6 References to "**the Lender**" and to "**the Trustee**" shall include its or their respective successors in title and assigns.
- 1.7 References to a "**person**" shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- 1.8 Except as provided in this Deed to the contrary, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed. Notwithstanding any provision of this Deed, the parties to this Deed do not require the consent of any third party to rescind or vary this Deed at any time.
- 1.9 This Deed is intended to take effect as a deed notwithstanding that the Trustee may have executed it under hand only.

2. ASSIGNMENT

As security for the payment and discharge of its obligations hereunder and in respect of the Indebtedness, the Company with full title guarantee hereby assigns by way of security to the Trustee all the Assigned Rights.

3. COVENANTS

The Company hereby covenants that for so long as it (or any other member of the Borrowing Group) remains under any obligation to the Trustee or any other Lender (as the case may be) in respect of the Indebtedness it shall:-

- (a) subject to Clause 3(b), not deal with the Rents except for getting them in and realising them in the ordinary course of business and ensure that the Rents are applied first in or toward the due and punctual payment of the Indebtedness then due and payable by the relevant Group Member and that pending such payment it shall hold the Rents upon trust for the Trustee;
- (b) if the Trustee so requires, ensure that the Rents are paid direct from the Lessee into a designated account (the "**Collection Account**") or otherwise as directed by the Trustee from time to time and execute a charge over the Collection Account in the form set out in Schedule 3;
- (c) comply with each and every covenant obligation and provision contained in the Lease and use its best endeavours to procure that all other parties to the Lease do likewise and shall not (save with the Trustee's prior written consent) amend, vary, extend, release, determine or rescind the Lease or grant any time or indulgence or compound with, discharge, waive, release or vary the liability of any other person under the Lease or consent to any act or omission which would otherwise constitute a breach or concur in accepting or varying any compromise arrangement or settlement relating thereto or do or suffer any act or thing whereby the recovery of the Rents may be delayed or impeded;
- (d) deposit the Lease with the Trustee and, to the extent that the Lease is not from time to time deposited with the Trustee, hold the same upon trust for the Trustee;
- (e) save in relation to a Permitted Security or otherwise with the Trustee's prior written consent not create or permit to exist any Encumbrance (other than in favour of the Trustee as security for the Indebtedness) on or against any or all of the Assigned Rights and/or any of the property, assets or undertaking of the Company whatsoever or wheresoever situated;

- (f) not without the Trustee's prior written consent sell, transfer, lend, lease or otherwise dispose of, whether by single transaction or a number of transactions (related or not) the whole or a substantial part of the Company's undertaking, business, property or assets nor incur any liabilities or obligations so to do (whether actual or contingent) to any person; and
- (g) not without the Trustee's prior written consent (such consent not to be unreasonably withheld) permit any assignment or other dealing or Encumbrance whatsoever to occur (other than in favour of the Trustee as security for the Indebtedness) in connection with the Lessee's rights or obligations under the Lease.

4. POWER OF ATTORNEY

4.1 The Company, by way of security, hereby irrevocably appoints the Trustee to be the Company's true and lawful attorney with full power (in the name of the Company and on its behalf or otherwise and with power to appoint a substitute or substitutes) to:

- (a) execute any further documents or instruments or do any such other things which the Company fails to do under Clause 5; and
- (b) ask, require, demand, receive, compound and give receipts for any and all moneys and claims for moneys due and to become due under or arising out of this Deed, endorse any cheques or other instruments or documents in connection therewith, file any claims or instruments or take any action or institute any proceedings which the Trustee may deem to be necessary or desirable in respect of the Assigned Rights and execute any document and do anything necessary or desirable in connection therewith.

4.2 The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment hereunder.

5. FURTHER ASSURANCE

The Company hereby agrees that at any time and from time to time, upon the written request of the Trustee, the Company will (at its own expense) promptly and duly execute and deliver any and all such further instruments and documents and do all such other things as the Trustee may deem reasonably necessary or desirable for the purpose of obtaining the full benefit of this Deed and of the powers herein granted.

6. NOTICE

The Company shall forthwith give notice of this Deed in the form set out in Part III of Schedule 1 (or forthwith upon the Trustee directing the Company so to do following the giving of the Trustee's consent pursuant to the provisions of the Legal Charge to the grant of any lease which the Company may from time to time grant in respect of the Property) to the Lessee.

7. COSTS

The Company shall pay to the Trustee on demand all costs, expenses and disbursements, including stamp duty (if any) and any applicable VAT, incurred in connection with the negotiation, preparation, execution, completion and stamping of this Deed and the protection or enforcement of the Trustee's rights hereunder in any court of law or otherwise.

8. PRESERVATION OF RIGHTS

- 8.1 Following the irrevocable and unconditional repayment or payment (as the case may be) of all of the Indebtedness, the Trustee shall at the request and cost of the Company execute such deeds and issue such notices as the Company may reasonably require to reassign the Assigned Rights to the Company.
- 8.2 Any settlement or discharge given by the Trustee to the Company in respect of the Company's obligations hereunder or any other agreement reached between the Trustee and the Company in relation thereto shall be, and be deemed always to have been, void if any act on the faith of which the Trustee gave the Company that settlement or discharge or entered into that agreement is subsequently avoided by or in pursuance of any provision of law.
- 8.3 No amount paid, repaid or credited to the Trustee shall be deemed to have been irrevocably paid if the Trustee considers that the payment or credit of such amount is capable of being avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws.
- 8.4 If any amount paid, repaid or credited to the Trustee is avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between the Trustee and the Company shall be deemed not to have occurred and the Trustee shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and such payment had not been made.

9. MISCELLANEOUS

- 9.1 The security created by this Deed shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or part of the Indebtedness but shall be a continuing security for all the Indebtedness.
- 9.2 The security created by this Deed shall be in addition to and shall not in any way be prejudiced or affected by any collateral or other Encumbrance or guarantee now or hereafter held or judgment or order obtained by the Trustee or any Lender for all or any part of the Indebtedness or the omission of the Trustee or any Lender to claim payment from the Company or any other person nor shall such collateral, other Encumbrance or guarantee, judgment or order or any lien to which the Trustee or any Lender may otherwise be entitled (including any Encumbrance prior to the date of this Deed) or the liability of any person not party hereto for all or any part of the Indebtedness be in any way prejudiced or affected by this Deed.
- 9.3 Neither the security created by this Deed, the obligations of the Company herein contained nor the rights, powers and remedies conferred in respect of the Company upon the Trustee by this Deed or by law shall be discharged, impaired or otherwise affected by:
- (a) the winding up, dissolution, administration or reorganisation of any Group Member or change in the status, function, control or ownership of any Group Member;
 - (b) any legal limitation, disability, incapacity or other circumstances relating to the Company or any other Group Member in relation to the Indebtedness or any of the obligations of any Group Member in relation to the Indebtedness being or becoming illegal, invalid, unenforceable or ineffective in any respect;
 - (c) any time or other indulgence being granted or agreed to be granted to any Group Member in respect of its obligations in relation to the Indebtedness, this Deed or under any other Encumbrance;
 - (d) any amendment to, or any variation, waiver or release of any obligation of any Group Member in relation to the Indebtedness or this Deed;

- (e) any failure to take, or fully to take, any Encumbrance agreed to be taken in respect of the obligations of any Group Member in relation to the Indebtedness;
 - (f) any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any such Encumbrance taken in respect of any Group Member in relation to the Indebtedness; or
 - (g) any other act, event or omission which, but for this Clause might operate to discharge, impair or otherwise affect any of the obligations of the Company herein contained or any of the rights, powers or remedies conferred upon the Trustee by this Deed or by law.
- 9.4 Section 103 of the Law of Property Act 1925 shall not apply to this Deed and the power of sale and all other powers conferred by the said Act as varied or extended by this Deed shall be deemed to arise immediately on execution of this Deed.
- 9.5 Section 93 of the Law of Property Act 1925 shall not apply to this Deed but the Trustee shall have the same right of consolidating this Deed and the principal money and interest and other moneys hereby covenanted to be paid with any other Encumbrance and may exercise that right without any obligation to notify the Company.
- 9.6 The security constituted by this Deed shall become enforceable at any time after all or any part of the Indebtedness becomes immediately due and payable, and the Trustee may, in its absolute discretion, enforce all or any part of the security in any manner it sees fit including, without limitation, by applying the Assigned Rights in or towards payment or discharge of the Indebtedness.
- 9.7 A certificate by a director, officer or manager of the Trustee as to the money or liabilities for the time being due or incurred to it by the Company shall be conclusive evidence against the Company in any legal proceedings in the absence of manifest error.
- 9.8 The terms, conditions, undertakings, covenants and all other provisions contained herein shall be in addition to and not in substitution for the terms, conditions, undertakings, covenants and other provisions contained in the Legal Charge.
- 9.9 The Company hereby warrants and represents to the Trustee that this Deed and performance of its terms does not and will not exceed any power granted to it by or violate any provisions of:
- (a) any law or regulation or any order or decree of any governmental authority or agency to which it is subject; or
 - (b) its constitutional documents (whether comprising a Memorandum and Articles of Association or any other documents); or
 - (c) any deed, contract, undertaking, agreement or instrument to which it is a party or which is binding upon it or any of its assets.
- 9.10 Nothing in or contemplated by this Deed will constitute the Trustee as or deem the Trustee to be a mortgagee in possession and the Trustee shall have no liability imposed on it as if it were a mortgagee in possession, provided that nothing in this Deed shall allow the Trustee to give any notice of the security created by this Deed other than as provided in Clause 6 or as contemplated by the form of notice set out in Part III of Schedule 1.
- 9.11 The Trustee may disclose such information regarding the Company and this Deed as it considers appropriate to any Lender, any of its professional advisors or any proposed or actual assignee, transferee, novatee, or participant of or in its rights and/or

- obligations under this Deed, a Receiver or a prospective Receiver and/or to any other person to whom information may be required to be disclosed by law.
- 9.12 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction, shall be affected or impaired in any way.
- 9.13 Any determination by the Trustee under this Deed is binding on the Company in the absence of manifest error.
- 9.14 This Deed may be executed in any number of counterparts each of which, when executed and delivered, shall constitute an original but all the counterparts shall together constitute the same instrument.
- 9.15 The provisions of Clauses 11 and 12 of the Legal Charge shall apply mutatis mutandis to this Deed as if the same were fully set out in this Deed and as if the references therein to "the Chargor" were references to "the Company".

10. NOTICES

- 10.1 Except as otherwise stated herein, all notices or other communications required in connection with this Deed shall be in writing and sent by hand, by first class prepaid post, by airmail (if overseas) or by facsimile transmission to the relevant address set out in this Deed or in the case of facsimile transmission the last published number thereof of the relevant addressee or such other address or facsimile number as the relevant party may notify to the other party in writing by not less than 5 Business Days prior notice.
- 10.2 Subject to Clause 10.3, any notice or communication that the Trustee gives shall be deemed to have been received:
- (a) if given by hand, at the time of actual delivery;
 - (b) if sent by mail other than airmail, on the second Business Day after it was posted;
 - (c) if sent by airmail, on the fifth Business Day after it was posted; and
 - (d) if sent by fax, upon completion of transmission by the Trustee.
- 10.3 Any notice or other communication received on a day which is not a Business Day or after 5 p.m. local time on any Business Day in the place of receipt shall be deemed received on the next following Business Day.
- 10.4 Any notice or communication to be given to the Trustee shall be deemed to have been received only on actual receipt.
- 10.5 Any notice given under or in connection with this Deed must be in English and all other documents provided under or in connection with this Deed must be:-
- (i) in English; or
 - (ii) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.
- 10.6 Any communication to be made between any two parties under or in connection with this Deed may be made by electronic mail or other electronic means:

- (a) to the extent that those two parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two parties:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice;
- (b) any electronic communication made between those two parties will be effective only when actually received in readable form and in the case of any electronic communication made by a party to the Trustee only if it is addressed in such a manner as the Trustee shall specify for this purpose;
- (c) any electronic communication which becomes effective, in accordance with Clause 10.6(b) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following Business Day.

11. TRUST PROVISIONS

- 11.1 The Trustee shall hold the benefit of the security created by this Deed upon trust for itself and the other Lenders in accordance with their respective rights under the Indebtedness and upon and subject to the terms of the Indebtedness and this Deed, and together with all moneys, property and assets paid to the Trustee or held by it or received or recovered by it pursuant to, or in connection with, this Deed for the benefit of itself and the other Lenders.
- 11.2 The Trustee shall, as regards all the trusts, powers, authorities and discretions vested in it by this Deed or by operation of law, have absolute and uncontrolled discretion as to the exercise or non-exercise thereof and shall not (save in the case of its gross negligence or wilful misconduct) be responsible for any loss, costs, damages or expenses that may result from the exercise or non-exercise thereof.
- 11.3 The Trustee may, subject to the repayment of any claims having priority to this Deed and to any applicable statutory requirement as to the payment of preferential debts, at its absolute discretion, apply any of the moneys received pursuant to this Deed in whatever manner it sees fit, save that the Trustee may credit any moneys received under this Deed to a suspense account for so long and in such manner as the Trustee may from time to time determine and the Receiver may retain the same for such period as he and the Trustee consider appropriate.
- 11.4 The Trustee shall be at liberty to place this Deed and all deeds and other documents relating hereto in any safe deposit, safe or other receptacle selected by the Trustee, or with any bank or banking company or any other company whose business includes undertaking the safe custody of documents or any lawyer or firm of lawyers, and the Trustee shall not be responsible for any loss thereby incurred.

12. GOVERNING LAW AND JURISDICTION

- 12.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 12.2 The Company irrevocably agrees for the benefit of the Trustee that the High Court of Justice in England (the "**Court**") shall have exclusive jurisdiction (subject as provided below) to settle any claim, dispute or difference arising out of or in connection with this

Deed or its subject matter, existence, negotiation, validity, termination or enforceability (including a non-contractual claim or dispute).

- 12.3 The Company irrevocably waives any right that it may have to object to an action being brought in the Court, to claim that the action has been brought in an inconvenient forum or to claim that the Court does not have jurisdiction and accordingly it will not initiate or pursue any proceedings relating to any such claim, dispute or difference in any jurisdiction other than England.
- 12.4 Such aforesaid submission to the jurisdiction of the Court shall not (and shall not be construed as to) limit the right of the Trustee to bring legal proceedings in any other court of competent jurisdiction (including, without limitation, the courts having jurisdiction by reason of the Company's place of incorporation or residence). Legal proceedings by the Trustee in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether by way of substantive action, ancillary relief, enforcement or otherwise.

IN WITNESS WHEREOF the Company has executed this Deed as a deed the day and year first above written.

SCHEDULE 1

Part I

1. Lease of GP premises at Melbourne Park Medical Centre, Aspley, Nottingham NG8 5HL dated 15 May 2015 between (1) PHP Investments (2011) Limited and (2) Dr Diane Ridley, Dr Faheem Khalid and Dr Aasia Bano Ahmed.
2. Lease of pharmacy premises at Melbourne Park Medical Centre, Aspley, Nottingham NG8 5HL dated 21 May 2015 between (1) PHP Investments (2011) Limited, (2) N Rudolph Limited and (3) Neil Rudolph.
3. Lease of Leap Valley Medical Centre, Beaufort Road, Downend, Bristol, BS16 6UG dated 21 November 2014 between (1) PHP Investments (2011) Limited and (2) Caroline Mary Jones, Jonathan Evans, Maria Louise Norman, Nowshaba Hussain and David Mark William Capehorn.

Part II

1. Dr Diane Ridley, Dr Faheem Khalid and Dr Aasia Bano Ahmed of Melbourne Park Medical Centre, Aspley, Nottingham NG8 5HL.
2. N Rudolph Limited (company number 04361449) of 12 Bridgford Road, West Bridgford, Nottingham, NG2 6AB.
3. Caroline Mary Jones, Jonathan Evans, Maria Louise Norman, Nowshaba Hussain and David Mark William Capehorn of Leap Valley Medical Centre, Beaufort Road, Downend, Bristol BS16 6UG.

Part III

NOTICE OF ASSIGNMENT OF RENTS

Date :- [.....] 20[]
Tenant :- [.....]
Address :- [.....]
Property :- [.....]
Lease :- Dated [.....] and made between
[.....] (1)
and [.....] (2) (the "**Lease**")

Please accept this notice that by a Deed of Assignment (the "**Deed**") dated [.....] 2015 we PHP Investments No.2 Limited of 5th Floor Greener House, 66-68 Haymarket, London, England, SW1Y 4RF (your landlord) assigned by way of security to Aviva Public Private Finance Limited of Rosso 2 Surrey Street, Norwich NR1 3UY (as trustee for itself and other entities in the Aviva group) ("**Aviva**") our rights to all income due to us under the terms of the Lease (other than sums receivable by way of insurance contributions, service charge, payments to sinking funds or any VAT payable thereon) (the "**Rents**").

We hereby instruct you to pay the Rents into such account as Aviva may direct and declare that this instruction is irrevocable without the prior written consent of Aviva. However, unless and until you are so directed by Aviva **you should continue to pay the Rents to us.**

Please note that under the terms of the Deed we are not authorised to deal in any way with the Lease or permit any charge, assignment or other dealing with the property without the prior written consent of Aviva. However, we continue to remain liable to perform our obligations under the terms of the Lease and shall remain responsible for the management of the property and Aviva is under no obligation of any kind whatsoever thereunder.

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

Please retain this notice for your records.

Signed by
Authorised Signatory for and on behalf of
PHP Investments No.2 Limited
(**Landlord Company**)

SCHEDULE 2

1. Melbourne Park Medical Centre, Melbourne Road, Nottingham NG8 5HL

All that freehold land (1) known as Melbourne Park Medical Centre, Melbourne Road, Nottingham NG8 5HL registered at the Land Registry under Title Number NT177469, (2) to the south-east side of Melbourne Road, Nottingham registered at the Land Registry under Title Number NT503006, (3) on the east side of Melbourne Park Medical Centre, Melbourne Road, Nottingham NG8 5HL registered at the Land Registry under Title Number NT493415 and (4) lying to the south-west of Melbourne Court, Nottingham registered at the Land Registry under Title Number NT504663.

2. Leap Valley Medical Centre, Beaufort Road, Downend, Bristol, BS16 6UG

All that freehold land and buildings known as Leap Valley Medical Centre, Beaufort Road, Downend, Bristol, BS16 6UG registered at the Land Registry under Title Number GR378555.

SCHEDULE 3

SUPPLEMENTAL CHARGE OVER COLLECTION ACCOUNT

THIS CHARGE is made the day of 20[]
BETWEEN:

- (1) [] (Company Number []) whose registered office is at [] (the "**Company**") which expression shall include the successors and permitted assigns of the Company); and
- (2) **AVIVA PUBLIC PRIVATE FINANCE LIMITED** (Company Number 2334210) of Rosso 2 Surrey Street Norwich NR1 3UY as trustee for itself and the other Lenders from time to time (the "**Trustee**" which expression shall include successors and assigns of the Trustee).

WHEREAS:-

- (A) By a deed of assignment dated [] made between the Company (1) and the Trustee (2) (the "**Assignment**") the Company granted to the Trustee an assignment by way of security over the Assigned Rights (as defined in the Assignment) in favour of the Trustee.
- (B) The Company has agreed at the request of the Trustee to procure the payment of the Rents into the Collection Account (as hereinafter defined) and to grant a first fixed charge over such account to the Trustee.

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS

- 1.1 Terms defined in the Assignment shall, unless otherwise specifically defined here, bear the same meaning in this Charge.
- 1.2 "**Collection Account**" means the account opened for the purpose of receiving the Rents at [] Bank (the "**Bank**"), Account Number [], designated "[*Borrower's name*]: receivables account re Aviva Public Private Finance Limited Number []", or such other account as the Trustee shall approve or specify for such purpose.

2. CHARGE

As further security for the Indebtedness, the Company with full title guarantee, and to the extent not assigned to the Trustee pursuant to the Assignment, hereby charges in favour of the Trustee by way of fixed charge:

- (a) all the proceeds of the Assigned Rights; and
- (b) all moneys which may from time to time constitute the balance standing to the credit of the Collection Account (including interest arising on such moneys) and all the Company's right, title and interest therein.

3. COVENANTS

In addition to the covenants on the part of the Company contained in the Assignment, the Company further covenants that for so long as it (or any other member of the Borrowing Group) remains under any obligation to the Trustee or any other Lender (as the case may be) in respect of the Indebtedness it shall:-

- (a) ensure that the Rents are paid direct from the Lessee into the Collection Account; and
- (b) save as otherwise determined by the Trustee, not withdraw or otherwise deal with any sum or sums credited to the Collection Account which shall stand blocked to the Trustee's order.

4. POWER OF ATTORNEY

4.1 The Company, by way of security, hereby irrevocably appoints the Trustee to be the Company's true and lawful attorney, with full power (in the name of the Company and on its behalf or otherwise and with power to appoint a substitute or substitutes) to:

- (a) execute any further documents or instruments or do any such other things which the Company fails to do under Clause 5; and
- (b) ask, require, demand, receive, compound and give receipts for any and all moneys and claims for moneys due and to become due under or arising out of this Charge, endorse any cheques or other instruments or documents in connection therewith, file any claims or instruments or take any action or institute any proceedings which the Trustee may deem to be necessary or desirable in respect of the Assigned Rights and execute any document and do anything necessary or desirable in connection therewith.

4.2 The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment hereunder.

5. FURTHER ASSURANCE

The Company hereby agrees that at any time and from time to time, upon the written request of the Trustee, the Company will (at its own expense) promptly and duly execute and deliver any and all such further instruments and documents and do all such other things as the Trustee may deem reasonably necessary or desirable for the purpose of obtaining the full benefit of this Charge and of the powers herein granted.

6. POWER OF THE TRUSTEE

The Trustee may without prior notice to the Company at any time or times without restriction utilise or appropriate the balance from time to time standing to the credit of the Collection Account.

7. NOTICE

The Company shall forthwith give notice of this Charge in the forms set out in Parts I and II of the Schedule hereto respectively to the Lessee and to the Bank and shall take all reasonable steps to ensure that the original acknowledgements of such notices are returned to the Trustee forthwith.

8. COSTS

The Company shall pay to the Trustee all costs, expenses and disbursements, including stamp duty (if any), incurred in connection with the negotiation, preparation, execution, completion and stamping of this Charge and the protection or enforcement of the Trustee's rights hereunder in any court of law or otherwise.

9. MISCELLANEOUS

The provisions of Clauses 8, 9, 10, 11 and 12 of the Assignment shall apply, mutatis mutandis, to this Charge.

IN WITNESS WHEREOF the Company has executed this Charge as a deed the day and year first above written.

Schedule

Part I Form of Notice to the Lessee

[Date]

To:

of

We refer to the Notice of Assignment sent to you on [] a copy of which is attached. Words and expressions defined in the Notice of Assignment have the same meanings when used in this Notice.

We irrevocably instruct you to pay the Rents into the account designated [] with [] Bank plc Sort Code [] Account Number [] or such other account as the Trustee may direct and declare that this authority and instruction is irrevocable without the prior written consent of Aviva.

We confirm that, notwithstanding this Notice, we shall remain responsible for management of the property demised by the Lease at all times.

Please acknowledge receipt of this Notice and confirm by signing the Acknowledgement attached hereto and returning the duplicate copy to Aviva that you will pay the Rents as directed herein.

.....
Signed by

To: Aviva Public Private Finance Limited
Rosso 2
Surrey Street
Norwich
NR1 3UY

Attention: Manager, Post Completions Team
Mortgage Number []

We acknowledge receipt of a Notice of which the attached is a true copy.

Words and expressions defined in the attached Notice shall bear the same meaning herein.

We agree that we shall pay the Rents (as soon as the same become payable under the Lease) to the account specified in the Notice or to such account as you may direct and without set off, counterclaim or deduction save where required by law.

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

Yours faithfully

.....
Duly Authorised Signatory
For and on behalf of
[]

Part II

[Form of letter to Bank Operating Collection Account]

To: []

[Date]

Dear Sirs

We hereby give you notice that, by a Deed of Charge dated [] we **[name of company]** charged [by way of a first fixed charge] to Aviva Public Private Finance Limited (the "**Trustee**") all moneys (including interest) from time to time standing to the credit of our account with you known as [collection account] - account no. [] (the "**Account**") and the debt or debts represented thereby.

We hereby irrevocably instruct and authorise you to disclose to the Trustee (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Account as the Trustee may, at any time and from time to time, request you to disclose to it.

We hereby request and authorise you to provide to the Trustee (with a copy to ourselves) as soon as is practicable a letter in the form attached as Exhibit A hereto and to act in accordance with the terms of that letter.

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

Yours faithfully

.....
For and on behalf of
[COMPANY]

Enc.

[Form of Acknowledgement from Bank Operating Collection Account]

[Letterhead of Bank]

To: Aviva Public Private Finance Limited
Rosso 2-
Surrey Street
Norwich
NR1 3UY

[Date]

Dear Sirs

1. We confirm receipt from [insert name of company] (the "**Company**") of a notice dated [] relating to a deed of charge granted by the Company in your favour dated [] (the "**Charge**") under which the Company charged [by way of a first fixed charge] to you all moneys (including interest) from time to time standing to the credit of the Company's account with us with the following details:

Name :
Account no:

(the "**Account**") and the debt or debts represented thereby.
2. We confirm that we have not received notice of an interest of any third party in the Account or the balance from time to time standing to the credit thereof.
3. We will not permit any withdrawals or transfers to be made from the Account except:-

(a) with your prior written consent; or

(b) after you have given further written notice to us, in accordance with your instructions,

notwithstanding that the Company may give us instructions or directions to the contrary.
4. We confirm that until you give us notice in writing that the security constituted by the Charge has been released, we do not have and will not make or exercise any claims or demands, any right of counterclaim, conversion, combination or set-off or any other right in or over the Account or any amount standing to the credit thereof.
5. In relation to instructions issued in connection with the Account by you, we shall be entitled to rely upon any instructions which are or appear to have been issued for and on behalf of you by an authorised signatory.
6. We will, if and whenever requested by you from time to time, transfer all or any part of the credit balance of the Account as you may in writing request, provided that in such request you certify that the relevant transfer is being requested in accordance with your rights under the Charge or the credit facilities which it secures.
7. This letter, which shall remain in force until you advise us in writing that we are released from our obligations hereunder, and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....

Authorised signatory
for and on behalf of
[BANK]

EXECUTED as a **DEED** (but not
delivered until the date inserted
above) by
PHP INVESTMENTS NO.2 LIMITED
acting by a director and its
secretary or by two directors
or by a director in the presence of a
witness

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)

Director

~~Director/Secretary/Witness~~

Witness Name: FIDNA ELLACOTT

Witness Address: 4TH FLOOR GREENER HOUSE, 66-68 HAYMARKET, LONDON, SW1Y 4RF

Witness Occupation: PERSONAL ASSISTANT

SIGNED for and on behalf of)
the Trustee)

EXECUTED as a **DEED** (but not
delivered until the date inserted
above) by
PHP INVESTMENTS NO.2 LIMITED
acting by a director and its
secretary or by two directors
or by a director in the presence of a
witness

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Director

Director/Secretary/Witness

Witness Name:

Witness Address:

Witness Occupation:

SIGNED for and on behalf of)
the Trustee)