



Registration of a Charge

Company name: **PRIME PUBLIC PARTNERSHIPS LIMITED**

Company number: **05417914**

Received for Electronic Filing: **11/11/2013**



Details of Charge

Date of creation: **08/11/2013**

Charge code: **0541 7914 0054**

Persons entitled: **AVIVA PUBLIC PRIVATE FINANCE LIMITED (FORMERLY KNOWN AS THE GENERAL PRACTICE FINANCE CORPORATION LIMITED) AS TRUSTEE FOR ITSELF AND THE OTHER LENDERS (AS DEFINED IN THE INSTRUMENT EVIDENCING THIS CHARGE ACCOMPANYING THIS FORM MR01).**

Brief description:

Contains fixed charge(s).

Notification of addition to or amendment of charge.

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:

CHRISTOPHER DUN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5417914

Charge code: 0541 7914 0054

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th November 2013 and created by PRIME PUBLIC PARTNERSHIPS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th November 2013 .

Given at Companies House, Cardiff on 11th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

ASSIGNATION OF RENTS

PRIME PUBLIC PARTNERSHIPS LIMITED (1)

in favour of

**THE GENERAL PRACTICE FINANCE CORPORATION
LIMITED (2)**

(as trustee for itself and others)

re: Carnoustie Medical Centre, Barry Road, Carnoustie

Fas No 4889

ASSIGNATION BY:

- (1) **PRIME PUBLIC PARTNERSHIPS LIMITED** (Company Number 05417914) whose registered office is at Woodside, Perry Wood Walk, Worcester WR5 1ES (the "**Company**"); in favour of
- (2) **THE GENERAL PRACTICE FINANCE CORPORATION LIMITED** (Company Number 02334210) of Sentinel House, 37 Surrey Street, Norwich NR1 3UY as trustee for itself and the other Lenders (as defined below) from time to time (the "**Trustee**").

WHEREAS:-

- (A) By a loan agreement dated on or around the date hereof (the "**Loan Agreement**") made between the Trustee as lender (1) and the Company (2) the Trustee has provided a term loan facility (the "**Loan**") to the Company.
- (B) By a Standard Security dated on or around the date hereof and to be registered in the Land Register (the "**Standard Security**") granted by the Company in favour of the Trustee the Company has charged heritable property known as Carnoustie Medical Centre, Barry Road, Carnoustie set out in the Fourth Part of the Schedule hereto (the "**Property**") as security for the Loan.
- (C) The Company has agreed at the Trustee's request to grant the assignment of rents hereinafter contained in favour of the Trustee.

NOW THIS ASSIGNATION WITNESSETH as follows:-

1. DEFINITIONS AND CONSTRUCTION

- 1.1 In this Assignment 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, actions and damages arising in connection therewith and any proceeds of the foregoing;

"Borrowing Group"

means Prime plc and any company from time to time which is a holding company or subsidiary of Prime plc and the Company and any subsidiary undertaking or associate of any such company;

"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, hypothecation, title retention, lien, 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 specified in the First Part of the Schedule in respect of the Property or any part thereof 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;

"Lender"

means the Trustee, Aviva plc and any company which is or becomes a holding company of any such company or subsidiary or associate of any such company or holding company which lends to or has lent to, or is at any time owed moneys by, any Group Member;

"Rents"

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

"Tenant"

means the tenant or tenants from time to time under any Lease including, without limitation, the tenant or tenants specified in the Second Part of the Schedule.

- 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 the Schedule shall be construed as references to the clauses of and the schedule to this Assignment and headings to Clauses are inserted for convenience and shall have no effect in the interpretation of this Assignment.
- 1.5 The terms "**holding company**" and "**subsidiary**" have the meaning set out in section 736 of the Companies Act 1985, "**associate**" has the meaning set out in section 435 of the Insolvency Act 1986 and "**subsidiary undertaking**" has the meaning set out in section 258 of the Companies Act 1985.
- 1.6 References to the "**Lender**" and to the "**Trustee**" shall include its or their respective successors in title and assignees.

2. **ASSIGNATION**

As security for the Indebtedness, the Company hereby irrevocably assigns to the Trustee its whole right, title and interest in and to all the Assigned Rights.

3. **UNDERTAKINGS**

The Company hereby undertakes 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) if the Trustee so requires, ensure that the Rents are paid direct from the Tenant 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 the Fifth Part of the Schedule;
- (b) comply with each and every undertaking 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;
- (c) 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;
- (d) not without the Trustee's prior written consent 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;

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

4. **POWER OF ATTORNEY**

4.1 The Company hereby irrevocably appoints the Trustee, the Company's true and lawful attorney with full power (in the name of the Company 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 Assignation, 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 to 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 Assignation and of the powers herein granted.

6. **NOTICE**

The Company shall forthwith give notice of this Assignation in the form set out in the Third Part of the Schedule to the Tenant and shall take all reasonable steps to ensure that the Tenant shall return forthwith the acknowledgement thereof, duly signed, to the Trustee.

7. **COSTS**

The Company shall pay to the Trustee 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 Assignment 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 Assignations 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 assurance, security or payment which may be avoided under any enactment relating to bankruptcy, insolvency, winding-up or any similar process (including under sections 238 to 245 (inclusive) of the Insolvency Act 1986) and no release, settlement or discharge given or made by the Trustee or a Lender on the faith of any such assurance, security or payment, shall prejudice or affect the right of such persons to enforce the security created by or pursuant to this Assignment in respect of the full extent of the Indebtedness hereby secured. The Trustee shall be at liberty at its absolute discretion to retain the security so created as security for the Indebtedness for a period of one month plus such statutory period within which any security or payment given or made pursuant to this Assignment may be avoided or invalidated after the Indebtedness hereby secured shall have been paid in full, notwithstanding any release, settlement, discharge or arrangement given or made by the Trustee or a Lender on or as a consequence of such termination of liability. If at any time within such period after such termination, a petition shall be presented to a competent court for an order for the bankruptcy, insolvency, winding up or similar process of or in respect of the Company or the Company shall commence to be wound up voluntarily or an application for an administration order shall be made to a competent court in respect of the Company, the Trustee shall be at liberty, notwithstanding the above, to continue to retain such security or any part thereof for and during such further period as the Trustee in its absolute discretion shall determine. The Company agrees that such security shall be deemed to have been and to have remained held by the Trustee as and by way of security for the payment to the Trustee of all or any sums which may become due and owing to the Trustee or any other Lender in respect of the Indebtedness hereby secured.

9. MISCELLANEOUS

- 9.1 The security created by this Assignment 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 Assignment shall be in addition to and shall not in any way be prejudiced or affected by any collateral or other Encumbrance now or hereafter held or judgement 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 or other Encumbrance, judgement or order or any hypothec or lien to which the Trustee or any Lender may otherwise be entitled (including any Encumbrance prior to the date of this Assignment) 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 Assignment.

9.3 Neither the obligations of the Company herein contained nor the rights, powers and remedies conferred in respect of the Company upon the Trustee by this Assignment 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 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;
- (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;
- (g) any time or other indulgence being granted or agreed to be granted to the Company in respect of its obligations in relation to the Indebtedness or this Assignment;
- (h) any amendment to, or any variation, waiver or release of any obligation of the Company in relation to the Indebtedness or this Assignment; or
- (i) 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 Assignment or by law.

9.4 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.

9.5 The Company hereby warrants and represents to the Trustee that this Assignment and performance of its terms does not and will not exceed any power granted to it by or violate any provisions of (1) any law or regulation or any order or decree of any governmental authority or agency to which it is subject or (2) its Memorandum and Articles of Association or (3) any Assignment, contract, undertaking, agreement or instrument to which it is a party or which is binding upon it or any of its assets.

9.6 Nothing in or contemplated by this Assignment will constitute the Trustee as or deem the Trustee to be a heritable creditor in possession and the Trustee shall have no liability imposed

on it as if it were a heritable creditor in possession, provided that nothing in this Assignment shall allow the Trustee to give any notice of the security created by this Assignment other than as provided in Clauses 3 or 6 or as contemplated by the forms of notice set out in the Third Part of the Schedule.

10. NOTICES

- 10.1 Except as otherwise stated herein, all notices or other communications required in connection with this Assignment shall be in writing and sent by hand, by first class prepaid post or by facsimile transmission to the relevant address set out in this Assignment or in the case of facsimile transmission the last published 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 below:
- (a) a letter delivered by hand shall be effective when it is delivered to the addressee;
 - (b) a letter sent by first class prepaid post shall be deemed received on the second Business Day after it is put in the post; and
 - (c) a facsimile transmission shall be effective upon completion of transmission.
- 10.3 Any notice or other communication received on a day which is not a Business Day or after 5pm local time on any Business Day in the place of receipt shall be deemed to be received on the next following Business Day.

11. TRUST PROVISIONS

- 11.1 The Trustee shall hold the benefit of the security created by this Assignment 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 Assignment, 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 Assignment 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 Assignment 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 Assignment 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 Assignment in whatever manner it sees fit.
- 11.4 The Trustee shall be at liberty to place this Assignment 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 Assignment shall be governed by and construed in accordance with the laws of Scotland.
- 12.2 The Company irrevocably agrees for the benefit of the Trustee that the Court of Session in Scotland (the "Court") shall have exclusive jurisdiction (subject as provided below) in relation to any claim, dispute or difference concerning this Assignment and in relation to, or in relation to the enforcement of, any judgement relating to any such claim, dispute or difference.
- 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.
- 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 them or it in any other jurisdiction, whether by way of substantive action, ancillary relief, enforcement or otherwise.

13. WARRANDICE

The Company grants warrandice.


IN WITNESS WHEREOF these presents consisting of this and the preceding 7 pages, together with the Schedule annexed, are subscribed on behalf of the Company

at WOODSIDE WORCESTER

on 4 day of May

Two thousand and five by

RICHARD LANE
Director/Authorised Signatory
(Full Name)


Signature

RICHARD WILLIAMS
Director/Secretary/Authorised Signatory
(Full Name)


Signature

This is the Schedule referred to in the foregoing Assignment of Rents by Prime Public Partnerships Limited in favour of The General Practice Finance Corporation Limited as trustee for itself and the other Lenders (as defined therein)

THE SCHEDULE

First Part

1. Lease of part of Carnoustie Medical Centre, Barry Road, Carnoustie to be granted in terms of Agreement for Lease between Prime Public Partnerships 2000 Limited (1) and the Firm of Doctors Leslie Thornton Easton and Morton and the Firm of Doctors McKendrick Crosby and McNaughton (2) constituted by missives dated 7 and 8 April 2005 between Messrs Semple Fraser and Messrs Thorntons.
2. Lease of part of Carnoustie Medical Centre, Barry Road, Carnoustie to be granted in terms of Agreement for Lease between Prime Public Partnerships 2000 Limited (1) and the Scottish Ministers per Tayside Health Board (2) constituted by missives dated 7 April 2005 and 18 April 2005 between Messrs Semple Fraser and the National Health Service Scotland Central Legal Office.

Second Part

1. The Firm of Doctors Leslie Thornton Easton and Morton and the Firm of Doctors McKendrick Crosby and McNaughton each of the Heath Centre, Dundee Street, Carnoustie DD7 7RB.
2. The Scottish Ministers per Tayside Health Board, Kings Cross, Clepington Road, Dundee DD3 8EA.

Third Part

NOTICE OF ASSIGNATION OF RENTS

Date: [.....] 2005
 Tenant: [.....]
 Address: [.....]
 [.....]
 Property: [.....]
 Lease: Dated • and made between • (1) and • (2) (the "Lease")

Please accept this notice that by an Assignment (the "Assignment") dated [.....] 2005 we Prime Public Partnerships Limited (Company Number 05417914) of Woodside, Perry Wood Walk, Worcester QR5 1ES (your new landlord) assigned by way of security to The General Practice

Finance Corporation Limited of Sentinel House, 37 Surrey Street, Norwich NR1 3UY (as trustee for itself and other entities in the Aviva Group) (the "GPFC") our rights to all income due to us under the terms of the Lease (other than the 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 the GPFC may direct and declare that this instruction is irrevocable without the prior written consent of the GPFC. However, unless and until you are so directed by the GPFC **you should continue to pay the Rents to us.**

Please note that under the terms of the Assignment 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 the GPFC. 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 the GPFC is under no obligation of any kind whatsoever thereunder.

Please retain this notice for your records and sign and return the enclosed copy of the notice to the GPFC.

Signed by
Authorised Signatory for and on behalf of
Prime Public Partnerships Limited
(Landlord Company)

To: Post Completions Team
The General Practice Finance Corporation Limited
Sentinel House
37 Surrey Street
Norwich
NR1 3UY

[date]

Mortgage Number [.....]

ACKNOWLEDGEMENT OF RECEIPT
of
Notice of Assignment of Rents

We hereby acknowledge receipt of the above notice and agree that we shall, if so directed by you, pay the Rents (as soon as the same become payable) to such account as you may direct and without set off, counterclaim or deduction save where required by law.

Signed by
Authorised Signatory for and on behalf of
• (Tenant)

Fourth Part

ALL and WHOLE that plot or area of ground extending to 0.44 hectares or thereby at Pitskelly Park, Barry Road, Carnoustie in the County of Angus shown delineated in red on the plan annexed and executed as relative hereto and bounded on the north by Pitskelly Park along which it extends Sixty metres or thereby; on the east by an undefined line for a distance of Twenty seven metres and forty seven centimetres or thereby, then by the inside face of a wall for a distance of Forty nine metres and thirty centimetres; on the south by the edge of the pavement for a distance of Fifty Three metres and ninety five centimetres or thereby; on the west by the centre line of a wall for a distance of Twenty six metres and thirty four centimetres or thereby, then by the centre line of a mutual fence for a distance of Twenty four metres and sixty centimetres or thereby and then by a prolongation thereof for a distance of Twenty six metres and eighty centimetres or thereby; forming part and portion of ALL and WHOLE that area or piece of ground situated in the Parish of Barry and County of Angus (formerly Forfar) extending to Twenty seven acres, three roods and fourteen poles or thereby imperial measure being the subjects described in and disposed by and delineated and coloured red on the plan annexed and subscribed as relative to Disposition by the Right Honourable Mary Adelaide Countess of Dalhousie as Attorney for her husband the Right Honourable George Maule Ramsay Earl of Dalhousie Baron Ramsay of Kerington and Glenmark in favour of the Provost, Magistrates and Councillors of the Burgh of Carnoustie dated Ninth and recorded in the Division of the General Register of Sasines for the County of Forfar (now Angus) on Fourteenth September Nineteen hundred and twenty; Together with (One) the parts, privileges and pertinents thereof; and (Two) the Chorgor's whole right, title and interest, present and future, therein and thereto.

Fifth Part**SUPPLEMENTAL CHARGE OVER COLLECTION ACCOUNT**

THIS CHARGE is made the day of 200

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) **THE GENERAL PRACTICE FINANCE CORPORATION LIMITED** (Company Number 02334210) of Sentinel House, 37 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 an Assignment dated granted by the Company in favour of the Trustee (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 ASSIGNATION WITNESSETH 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 Norwich Union Mortgage 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 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 obligations and 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 Tenant 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 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 Tenant 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 9, 10, 11 and 12 of the Assignment shall apply, *mutatis mutandis*, to this Charge.

IN WITNESS whereof the parties have executed this Charge as a Assignment the day and year first before written.

Schedule

Part I
Form of Notice to the Tenant

[Date]

To:

of

We refer to the Notice of Assignment sent to you on day of 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 the Trustee.

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 the Trustee that you will pay the Rents as directed herein.

.....
Signed by

To: The General Practice Finance Corporation Limited
Sentinel House
37 Surrey Street
Norwich
Norfolk NR1 3NG

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.

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 Borrower]** charged [by way of a first fixed charge] to [The General Practice Finance Corporation 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 is governed by the laws of England and Wales.

Yours faithfully

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

Enc.

Exhibit A**[Form of Acknowledgement from Bank Operating Collection Account]****[Letterhead of Bank]**

To: The General Practice Finance Corporation Limited
 Sentinel House
 37 Surrey Street
 Norwich
 Norfolk NR1 3NG

[Date]

Dear Sirs

1. We confirm receipt from [insert name of Borrower] (the "Company") of a notice dated [] relating to a Assignment 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, chose in action 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, is governed by the laws of England and Wales.

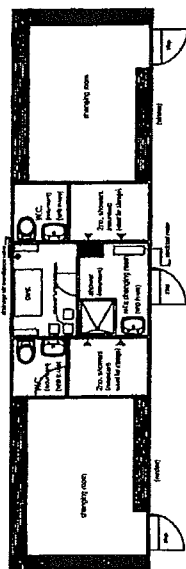
Yours faithfully

.....
Authorised signatory
for and on behalf of
[BANK]


.....
Director/Authorised Signatory


.....
Director/Secretary/Authorised Signatory

DO NOT SCALE FROM THIS DRAWING.
ALL DIMENSIONS TO BE CHECKED ON SITE.
COPYRIGHT PROTECTED.



TYPICAL PORTAKABIN LAYOUT scale: 1/50.

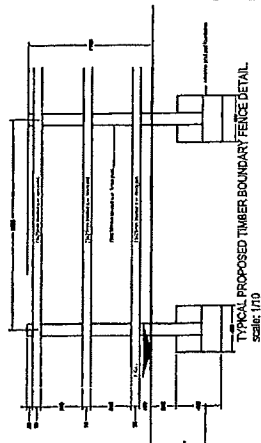
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ACCESS ROAD

LEWIS & CLARK

2015

CONTRACT



TYPICAL PROPOSED TIMBER BOUNDARY FENCE DETAIL

REC'D 30.1.04 CA NORTH POINT ADDED

REVISED 22.2.28 GA PORTCULIN BOUNDARY AND LAYOUT SEA

REV A 2.3.75 CA ACCESS POINT MATCH TAKEN TO

TELEVISION'S

DISCHD	NAVED	DATE	SCALE
010000	0000	01/01/00	0000

DATE	DA	GA
1:200@A1 AUG.04		

2025

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PRIMARY CARE CENTRE
FOR BRIMLEY DEVELOPMENTS

FOR PRIME (UN) DEVELOPMENTS
CARBONICISTE

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ENVIRONMENTAL SCIENCE

architecture

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277 Cochran Street Chicago, IL 60611

1-800-441-3333 Fax 0161 552 4334 E-mail riders@racingforpleasure.com

DRAWING No.

004711-LG-004c

NOTICE OF ASSIGNATION OF RENTS

Date: 08 November 2013

Tenant: Dr Peter William Thornton, Dr Alasdair Iain McLellan Easton, Dr Lynda Jane Morton, Dr Stephen Brown Galbraith, Dr Anderson Dan McKendrick, Dr Francis Robert Gordon Crosby, Dr Elaine McNaughton, Dr Laura Helen Webster

Address: Health Centre, Dundee Street,
Carnoustie, DD7 7RB

Property: Part of Carnoustie Medical Centre, Barry Road, Carnoustie

Lease: Dated 22 March, 6 April and 20 April 2007 and made between Prime Public Partnerships Limited (1) Dr Peter William Thornton, Dr Alasdair Iain McLellan Easton, Dr Lynda Jane Morton, Dr Stephen Brown Galbraith, Dr Anderson Dan McKendrick, Dr Francis Robert Gordon Crosby, Dr Elaine McNaughton, Dr Laura Helen Webster (2) and registered in the Books of Council of Session on 26 July 2007 (the "**Lease**")

Please accept this notice that by an Assignment (the "**Assignment**") dated 4 May 2005 we Prime Public Partnerships Limited (Company Number 05417914) of 5 The Triangle, Wildwood Drive, Worcester, WR5 2QX (your landlord) assigned by way of security to Aviva Public Private Finance Limited of Sentinel House, 37 Surrey Street, Norwich, Norfolk, NR1 3UY (as trustee for itself and other entities in the Aviva Group) (the "**Aviva**") our rights to all income due to us under the terms of the Lease (other than the 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 Assignment 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.

Please retain this notice for your records and sign and return the enclosed copy of the notice to Aviva.

Signed by
Authorised Signatory for and on behalf of
Prime Public Partnerships Limited
(Landlord Company)

NOTICE OF ASSIGNATION OF RENTS

Date: 08 November 2012 2013
Tenant: The Scottish Ministers per Tayside Health Board
Address: Kings Cross Hospital, Clepington Road
Dundee, DD3 8EA
Property: Part of Carnoustie Medical Centre, Barry Road, Carnoustie
Lease: Dated 23 October and 10 November 2006 and made between Prime Public Partnerships Limited (1) and the Scottish Ministers per Tayside Health Board (2) and registered in the Books of Council and Session on 17 July 2007 (the "**Lease**")

Please accept this notice that by an Assignment (the "**Assignment**") dated 4 May 2005 we Prime Public Partnerships Limited (Company Number 05417914) of 5 The Triangle, Wildwood Drive, Worcester, WR5 2QX (your landlord) assigned by way of security to Aviva Public Private Finance Limited of Sentinel House, 37 Surrey Street, Norwich, Norfolk, NR1 3UY (as trustee for itself and other entities in the Aviva Group) (the "**Aviva**") our rights to all income due to us under the terms of the Lease (other than the sums receivable by way of insurance contributions, service charge, payments to sinking funds or any VAT payable thereon) (the "**Rents**").

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Signed by
Authorised Signatory for and on behalf of
Prime Public Partnerships Limited
(Landlord Company)