513862/26

In accordance with Section 860 of the Companies Act 2006

## **MG01**

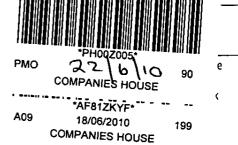
### Particulars of a mortgage or charge



A fee is payable with this form
We will not accept this form unless you send the correct fee Please see 'How to pay' on the last page

What this form is for What this form is N

✓ What this form is for You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland What this form is N You cannot use this t particulars of a chard company To do this, form MG01s



1	Company details	25 For official use
Company number	6 7 3 2 4 8 0	→ Filling in this form
Company name in full	Assura Medical centres Limited	Please complete in typescript or in bold black capitals
		All fields are mandatory unless specified or indicated by *
2	Date of creation of charge	
Date of creation	$\begin{bmatrix} 1 & 1 & 1 & 1 & 1 & 1 & 1 & 1 & 1 & 1 $	
3	Description	
	Please give a description of the instrument (if any) creating or evidencing the charge, e g 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	Deed of Assignment	<b>W</b>

4	Amount secured		
	Please give us details of the amount secured by the mortgage or charge	Continuation page	
mount secured	see continuation sheet	Please use a continuation page i you need to enter more details.	

### MG01 Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	Continuation page Please use a continuation page if
Name	The General Practice Finance Corporation Limited	you need to enter more details
Address	Sentinel House, 37 Surrey Street	
	Norwich, Norfolk	
Postcode	N R 1 3 U Y	
Name		
Address		
Postcode		
6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars	1 By way of legal mortgageFreehold property being the former Wise Leeds LS16 6HP - WYK491359 including all buildings, erections and excluding tenants' fixtures and fittings) and fixed plant, equipment and thereon and all improvements and additions thereto and all easement appurtenant thereto, subject to and with the benefit of all existing leas agreements for lease, rights, options, covenants indemnities, guarante conditions affecting the same but otherwise free from Encumbrance  2 By way of fixed charge, all moneys from time to time deposited without in Schedule 6 to the Principal Deed  3 (to the extent not effectively assigned under Clause 2.2) by way of (including present and future property, contracts, revenues and rights are specified in Clause 2.2.	ixtures and fitting (but machinery for the time being s, benefits, rights and licences es, underleases, tenancies, ees, warranties and the Trustee on the terms set fixed charge the assets,

MG01 Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his	
	<ul> <li>subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul>	
	for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.	
Commission allowance or discount	Nil	
8	Delivery of instrument	
_	You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).	
	We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).	
9	Signature	
	Please sign the form here	
Signature	Signature X	
	This form must be signed by a person with an interest in the registration of the charge	

### MG01

Particulars of a mortgage or charge

Presenter information	Important information	
You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the	Please note that all information on this form will appear on the public record	
original documents The contact information you give will be visible to searchers of the public record	£ How to pay	
Contact name Jenny Poltock	A fee of £13 is payable to Companies House in respect of each mortgage or charge	
Company name Aviva Commercial Finance - Legal	Make cheques or postal orders payable to 'Companies House'	
Address		
	₩ Where to send	
Post town	You may return this form to any Companies House address, however for expediency we advise you t return it to the appropriate address below	
County/Region  Postcode  Country	For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
<sup>DX</sup> 84904 Norwich 3		
01603 687869	For companies registered in Scotland The Registrar of Companies, Companies House,	
✓ Certificate	Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF	
We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank	DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
✓ Checklist	For companies registered in Northern Ireland The Registrar of Companies, Companies House,	
We may return forms completed incorrectly or with information missing	First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS DX 481 N R Belfast 1	
Please make sure you have remembered the	<i>i</i> Further information	
following  The company name and number match the information held on the public Register  You have included the original deed with this form  You have entered the date the charge was created	For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk	
☐ You have supplied the description of the instrument	This form is available in an	
You have given details of the amount secured by the mortgagee or chargee	alternative format. Please visit the	
You have given details of the mortgagee(s) or person(s) entitled to the charge	forms page on the website at	
☐ You have entered the short particulars of all the	www.companieshouse.gov.uk	
property mortgaged or charged  You have signed the form  You have enclosed the correct fee		

In accordance with Section 860 of the Companies Act 2006

## MG01 - continuation page Particulars of a mortgage or charge

4

#### **Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

All moneys, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred by Primary Care Initiatives (Macclesfield) Limited (Company Number 4553739) and any company from time to time which is a holding company or subsidiary of Primary Care Initiatives (Macclesfield) Limited (Company Number 4553739) and any subsidiary undertaking or associate of any such person and any entity which would but for the fact of its shares are mortgaged to a third party fall within this definition (including the Initial Chargor) from time to time which has an obligation to any Lender in relation to the Indebtedness ("Group Member") to The General Practice Finance Corporation Limited ("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 or has lent to, or is at any time owed moneys by, any Group Member ("Lender") or for or in respect of which any Group Member may be liable to the Trustee or 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 ("Indebtedness")

In accordance with Section 860 of the Companies Act 2006

### MG01 - continuation page

Particulars of a mortgage or charge

### 6

#### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

- 2 By Clause 3(a) of the Assignment it is provided that the Company shall 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
- 3 By Clause 3(d) of the Assignment it is provided that the Company shall not without the Trustee's prior written consent create or permit to exist 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 (other than in favour of the Trustee as security for the Indebtedness) ('Encumbrance') 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
- 4 By Clause 3(e) of the Assignment it is provided that the Company shall 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
- 5 By Clause 3(f) of the Assignment it is provided that the Company shall not without the Trustees 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

#### **PROFORMA**

Company Number - 6732480
Company Name - Assura Medical Centres Limited
Contact Name/ Organisation - Jenny Poltock - Aviva Commercial Finance Limited
Address - Sentinel House, 37 Surrey Street, Norwich NR1 3UY or
DX 84904 Norwich 3
Unique Authorisation Code - 100072

 The following details will need to be added, amended or deleted to the Form MG01

Particulars of the charge to be added, amend	ed or deleted (please tick as appropriate)
Date of Creation of Charge	
Description	ļ——
Amount Secured	
Mortgagee(s) or person(s) entitled to the charge	
Short particulars of all the property mortgaged or charged	x
Date charge presented (applies to MG09/LL MG09)	
Date of execution (applies to MG09/LL MG09)	
Date and parties to the charge (applies to MG09/LL MG09)	
Jurisdiction (applies to MG09/LL MG09) Floating charge statement	
(applies to MG01s/LLMG01s/OSMG01)	

# • The following details will need to be added, amended or deleted to the Form MG06/LL MG06/MG06s/LL MG06s

Particulars of the charge to be added, amended or deleted (please tick as appropriate)			
Date of creation of charge			
Description			
Date of acquisition			
Amount secured			
Mortgagee(s) or person(s) entitled to the charge			
Short particulars of all the property Mortgaged or charged			
The following details will need to be added, amended or deleted to the Form MG07/MG07s/LLMG07/LLMG07s/OSMG04  Particulars of the charge to be added, amended or deleted (please tick as appropriate)			
Particulars of the charge to be added, amended	d or deleted (please tick as appropriate)		
Date of covering deed			
Total amount secured			
Date of present issue			
Amount of present issue			
Date of resolution			
Name of Trustee(s)			
General description of property			

(Please give the instructions in the box below)

I would be grateful state the address as	l if you could amend s Otley Old Road Lee	Address within the Sheds	ort Particulars to
Many thanks.			



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 6732480 CHARGE NO. 25

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 8 JUNE 2010 AND CREATED BY ASSURA MEDICAL CENTRES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM PRIMARY CARE INITIATIVES (MACCLESFIELD) LIMITED TO THE GENERAL PRACTICE FINANCE CORPORATION LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 22 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 JUNE 2010



