DATED [Insert Date] 2019

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| (1) [INSERT NAME OF NOMINEE SHAREHOLDER]  (2) [INSERT NAME OF PRACTICE PARTNERS]  DECLARATION OF TRUST: NOMINEE SHAREHOLDER  RELATING TO  LEEDS GENERAL PRACTICE CONFEDERATION LIMITED |
| COMPANY NO. 11250872 |

**THIS DECLARATION OF TRUST** is dated the [insert day] day of [insert month] 2019

BETWEEN:

1. [**INSERT NAME OF NOMINEE SHAREHOLDER**] of [INSERT NOMINEE'S ADDRESS] ("**the Nominee**"); and
2. **[INSERT NAME OF BENEFICIAL OWNERS E.G. PARTNERS IN THE PRACTICE**] care of [INSERT PRACTICE ADDRESS] ("**the Beneficial Owners**").

BACKGROUND

* 1. Leeds General Practice Confederation Limited is a private company limited by shares registered in England and Wales under company number 11250872 whose registered office is at Stockdale House, 2nd Floor, Victoria Road, Leeds Ls6 1PF ("the Company").
  2. The Company was incorporated as a GP membership company to represent the member practices of NHS Leeds Clinical Commissioning Group ("the CCG"). As at the date of this deed ninety-nine (99) member practices are participating in the Company.
  3. The Nominee and the Beneficial Owners are together the partners in [INSERT NAME OF MEMBER PRACTICE] ("**the Practice**"), a member practice of the CCG.
  4. The Practice is operated as a partnership for the purposes of The Partnership Act 1890 and cannot hold shares in its own name; the Nominee has agreed therefore to hold the shares in the Company on behalf of the partners of the Practice.
  5. The Nominee has agreed to hold the Shares (as defined below) as nominee and on trust for the Beneficial Owners on the terms set out in this deed.

DECLARATION OF TRUST

The Nominee is the registered owner of one (1) fully paid Class A Shares of £1.00 each and [INSERT NUMBER OF REGISTERED PATIENTS AS AT 01.01.2019] fully paid Class B Shares of £0.001 each in the capital of the Company ("the Shares").

The Nominee declares that it:

* + 1. holds the Shares as nominee and on trust for the Beneficial Owners; and
    2. it has no beneficial interest in the Shares, save as a Beneficial Owner in his own right.

NOMINEE'S UNDERTAKINGS

* 1. The Nominee undertakes to:
     1. account to the Beneficial Owners for all dividends, interest, bonuses, distributions or other payments paid to the Nominee in respect of the Shares;
     2. exercise as the Beneficial Owners may from time to time direct (but not otherwise) all voting and other rights, powers and privileges attaching to the Shares or otherwise vested in the Nominee as registered holder of the Shares;
     3. promptly notify the Beneficial Owners of any notice, letter or other document received by the Nominee in its capacity as registered holder of the Shares; and
     4. transfer the Shares as the Beneficial Owners directs.
  2. At the request of the Beneficial Owners, the Nominee shall promptly deliver to the Beneficial Owners a duly executed stock transfer form in respect of the Shares together with the relevant share certificate(s) (if applicable) and irrevocably authorises the Beneficial Owners to:
     1. complete the form by inserting the name and address of the transferee, and the date and consideration for the transfer; and
     2. present the completed transfer to the Company.

NOMINEE INDEMNITY

The Beneficial Owners shall indemnify the Nominee against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Nominee arising out of or in connection with this deed.

This indemnity shall not cover the Nominee to the extent that a claim under it results from the Nominee's negligence, wilful misconduct and/or breach of this deed.

GOVERNING LAW AND JURISDICTION

This deed and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. Each of the Nominee and the Beneficial Owners agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes and claims).

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| Executed as a deed by [NAME OF NOMINEE] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| in the presence of: |  |
| Witness' Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Witness' Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Occupation: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| Executed as a deed by [NAME OF BENEFICIAL OWNER] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| in the presence of: |  |
| Witness' Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Witness' Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Occupation: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| Executed as a deed by [NAME OF BENEFICIAL OWNER] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| in the presence of: |  |
| Witness' Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Witness' Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Occupation: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| Executed as a deed by [NAME OF BENEFICIAL OWNER] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| in the presence of: |  |
| Witness' Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Witness' Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Occupation: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| Executed as a deed by [NAME OF BENEFICIAL OWNER] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| in the presence of: |  |
| Witness' Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Witness' Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Occupation: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

[REPEAT SIGNATURE BLOCK FOR NUMBER OF BENEFICIAL OWNERS]