

# M

CHFP047

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

\*insert full name  
of company

COMPANIES FORM No 395

## Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

For official use

Company number

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04325622

To the Registrar of Companies  
(Address overleaf - Note 6)

Name of company

\* The Retreat York

Date of creation of the charge

25 FEBRUARY 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

2 Deed of Legal Charge ("the Charge") made between the Company (1) The Directors of the Retreat York, as listed in the Third schedule ("Directors") (2) and North Yorkshire and York Primary Care Trust ("Trust")

Amount secured by the mortgage or charge

(i) The Trust pursuant to the power in that behalf conferred by Section 64 of the Health Services and Public Health Act 168 has agreed to advance to the Company and Directors the sum of One Million one hundred and ninety two thousand Pounds (£1,192,000 00) ("the Grant")

TO THE CHARGE  
+  
10

Names and addresses of the mortgagees or persons entitled to the charge

North Yorkshire and York Primary Care Trust

and whose correspondence address is Sovereign House, Kettlestring Lane, Clifton Moor, York,

Ref

Postcode YO30 4GO

Presentor's name address and  
reference (if any)

FORD & WARREN  
Solicitors  
WESTGATE POINT  
WESTGATE  
LEEDS  
LS1 2AX

Time critical reference

NEMPSONS SOLICITORS  
THE EXCHANGE  
STATION PARADE  
HARROGATE  
HG1 1DY

For official Use

Mortgage Section

Post room

TUESDAY



A17 04/03/2008 321  
\*ARAHXQW\*  
COMPANIES HOUSE

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11/03/08 199

FORD & WARREN  
Solicitors

Short particulars of all the property mortgaged or charged

(i) By way of Legal Charge the Company proposes to restore refurbish and equip the property known as Garrow House, 115 Heslington Road, York, YO10 5BS and registered at the Land Registry under title number NYK285338 ("the Property") for the provision of mental health care to those with the responsibility of the Trust

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

(ii) By an Agreement of even date herewith between the same parties as are parties ("the Agreement") to the Deed of Legal Charge the Company has agreed to execute the Legal Charge to secure the sums due to the Trust in the event of a repayment of the whole or any part of the Grant becoming due in accordance with the terms of the Agreement

(iii) the Property is to be held by or in trust for a Charity which is non-exempt Charity and the Legal Charge is not one falling within Section 38(5) of the Charities Act 1993 ("the Act")

(iv) The Legal Charge is one to which the restrictions imposed by Section 38 of the Act apply

(v) The Directors as charity trustees (as defined by the Act) of the Charity certify that they have the power under the trusts of the Memorandum and Articles of Association of the Company to grant this Legal Charge and they confirm that they have obtained and considered written advice as required by Section 38(2) of the Act

(vi) This Legal Charge has been authorised to be executed by a resolution passed at a duly constituted meeting of the Directors by Roger Mattingley and David Taylor being 2 of the Charity Trustees under Section 82 of the Charities Act 1993 in their names and on behalf of the Directors

1 In consideration of the Grant paid by the Trust to the Company, the Company hereby covenants with the Trust to pay the the Trust in the circumstances described therein and the Agreement the sums of money therein referred to

2 The Company with limited guarantee hereby charges the Property and all fixtures and fittings thereon in favour of the Trust by way of legal mortgage with the payment of all monies and interest hereby covenanted to be paid by the Company

3 The Company further covenants with the Trust

3 1 the save as specified in the Agreement the Company will not except with the consent in writing of the Trust exercise the powers of leasing or of agreeing to lease or of accepting surrenders of leases conferred by the Law of Property Act 1925 on a mortgagor whilst in possession nor its powers at common law of leasing or agreeing to lease

3 2 It will on request following enforcement of the security hereby constituted forthwith complete a Deed of Grant of Easement in fee simple mutatis mutandis in the terms set out in the Fourth Schedule in favour of the Trust or any receiver appointed by it or the owners and occupiers for the time being of the Property and if necessary the Company shall procure that any mortgagee or charge holder of the land comprised in the title number NYK285338 other than the Property ("the Retained Land") enters into such Deed of Grant of Easement and the Company hereby irrevocably appoints the Trust and separately any receiver appointed by the Trust to be its attorney and to complete any such Deed of Grant of Easement as may be required for the full exercise of those rights

3 3 It will not dispose of any part of the Retained Land which may be affected by such easements without reserving them for the benefit of the Property

4

4 1 The statutory powers of sale and of appointment of a receiver in respect of the security hereby granted shall in favour of a purchaser ( as defined by Section 205 of the Law of Property Act 1925) be deemed to arise immediately upon the execution hereof and may be exercised at any time thereafter but as between the parties hereto ( but not so as to affect or concern such a purchase from the Trust) the said powers and each of them shall become exercisable if the Company shall at any time default in payment of any sum payable hereunder (which for the avoidance of doubt includes sums payable pursuant to the Agreement) for the period of seven days after the same

shall become payable

4 2 Any receiver appointed by the Trust shall in addition to all powers conferred on him by law) have the following powers -

4 2 1 To carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment to purchase or acquire any land or property and acquire grant or release any interest or right over land

4 2 2 To sell lease surrender accept surrenders of lease charge or otherwise deal with and dispose of the Property

4 2 3 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Company

4 2 4 To take continue and defend any proceedings and enter into any arrangement or compromise

4 2 5 To insure the Property and fixtures and fittings therein

4 2 6 To employ managers agents workmen and others and to buy materials

4 2 7 To do any acts which the receiver may consider to be incidental or conducive to any of his powers or the realisation of the Property or the fixtures and fittings thereon

5 The Company applies and agrees that the Trust may apply for a restriction to be entered on the register of the registered title in the following terms " No disposition of the property by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without written consent by the proprietor for the time being of the charge dated 200 in favour of North Yorkshire and York Primary Care Trust referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyance " Provided that such consent shall not be unreasonably withheld or delayed if it does not relate or affect the subject matter of clause 4 3 of the Agreement for the avoidance of doubt as a condition of such consent the Trust may require the Company and/or mortgagee, chargee or any of their successors in title of the Retained Land enters into a Deed of Grant of Easements in accordance with the provision of clause 4 2 hereof

Particulars as to commission allowance or discount (note 3)

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)  
†delete as appropriate

Signed Hempson

Date 3 March 2008

On behalf of [company][mortgagee/chargee]†

#### Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, e.g. "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc. as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any)

- paid or made either directly or indirectly by the company to any person in consideration of his
- (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
- for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 Cheques and Postal Orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is
- Companies House, Crown Way, Cardiff CF14 3UZ



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 4325622  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 25  
FEBRUARY 2008 AND CREATED BY THE RETREAT YORK FOR  
SECURING £1,192,000.00 DUE OR TO BECOME DUE FROM THE  
COMPANY AND DIRECTORS TO NORTH YORKSHIRE AND  
YORK PRIMARY CARE TRUST UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 4 MARCH 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 APRIL 2008**



*Companies House*  
— for the record —



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



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THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 4 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MARCH 2008

THIS CERTIFICATE HAS BEEN  
AMENDED BY AN AMENDING  
CERTIFICATE DATED 04/04/08



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES