



Registration of a Charge

Company name: **MITRATA LTD**

Company number: **10473016**



X9XHJLLS

Received for Electronic Filing: **02/02/2021**

Details of Charge

Date of creation: **02/02/2021**

Charge code: **1047 3016 0003**

Persons entitled: **SANTANDER UK PLC**

Brief description: **LAND AND BUILDINGS AT GERRARDS PLACE KENNET ROAD WEST MILLS NEWBURY RG14 5JB (TITLE NUMBER BK500487) AS DESCRIBED IN THE INSTRUMENT**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ROYDS WITHY KING**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10473016

Charge code: 1047 3016 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2021 and created by MITRATA LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd February 2021 .

Given at Companies House, Cardiff on 3rd February 2021

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

2 Feb 2021

2021

Between
Mitrata Ltd

and
Santander UK PLC

Deed Of Rectification and Substituted Security



North Bailey House New Inn Hall Street Oxford OX1 2EA
T: 01865 792 300

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This Deed is dated

2 February

2021

Parties

- (1) **Mitrata Ltd** incorporated and registered in England and Wales with company number 10473016 whose registered office is at Oaktree Dental Practice 8 West End Road, Mortimer Common, Mortimer, Reading, England, RG7 3SY (the **Mortgagor**); and
- (2) **Santander UK PLC** incorporated and registered in England and Wales with company number 02294747 whose registered office is at 2 Triton Square, Regent's Place, London, NW1 3AN as security trustee for each Group Member (as defined in the Charge) (the **Bank**).

Background

- (A) This Deed is supplemental and collateral to the Charge.
- (B) The Charge did not correctly reflect the intentions of the Mortgagor and the Bank.
- (C) The Mortgagor and the Bank have agreed to rectify the Charge on the terms set out in this Deed.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Deed.

1.1 Definitions:

Charge: The legal charge dated 25 August 2017 and made between (1) the Mortgagor and (2) the Bank.

Substituted Property: land and building at Gerrards Place Kennet Road West Mills Newbury RG14 5JB as registered at the land registry with title number BK500487.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedule.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time,
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 References to clauses and the Schedule are to the clauses and Schedule of this Deed and references to paragraphs are to paragraphs of the Schedule.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Rectification of the Charge

From and including the date of this Deed the Charge shall be read and construed as rectified by the provisions set out in the Schedule.

3. Substituted Security

- 3.1 In consideration of the rectification contained in clause 2, the Mortgagor, with full title guarantee, charges to the Bank by way of first legal mortgage, the Substituted Property as continuing security for the payment and discharge of all monies and other obligations and liabilities secured by the Charge so that all the provisions in the Charge shall apply to the Substituted Property as if the Substituted Property had been mortgaged by the Charge.
- 3.2 The Mortgagor confirms, acknowledges and agrees that the Charge ranks as continuing security for the payment and discharge of the secured liabilities referred to in clause 3.1, including, without limitation, all present and future monies, obligations and liabilities owed by the Mortgagor to the Bank, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity under, or in connection with, this Deed and the Substituted Property.

4. Covenants

- 4.1 The Mortgagor covenants to observe and perform the covenants on its part in the Charge as rectified by this Deed.

- 4.2 The Bank covenants to observe and perform the covenants on its part in the Charge as rectified by this Deed.

5. Continuity

Subject to the rectification contained in clause 2 and save as amended by this Deed, the provisions of the Charge and all other security, rights and remedies held by the Bank shall continue in full force and effect. The Charge shall be read and construed as one document with this Deed.

6. Endorsement

Promptly following completion of this Deed both The Mortgagor and The Bank shall each endorse a memorandum recording the completion of this Deed on the Charge and its counterpart in the following terms:

"This Charge has been rectified by a Deed of Rectification and Substituted Security dated 2020 and made between (1) Mitrata Ltd and (2) Santander UK PLC".

7. Counterparts

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed

8. Governing law

This Deed and any dispute or claim 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 and Wales.

9. Jurisdiction

Each party irrevocably agrees 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 or claims).

10. Third party rights

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

This Deed has been entered into on the date stated at the beginning of it.

Schedule 1

Rectification of the Charge

1. Replacement of The Schedule to the Charge

The Schedule of the Charge shall be deleted and replaced by the following Schedule:

Property	Title Number
land and building at Gerrards Place Kennet Road West Mills Newbury RG14 5JB	BK500487

Signed as a deed by **Mitrata Ltd** in the presence of:


Nikhil Shah
Director



Witness signature

Witness name *Olivia Pottley*

Witness address

*57 Woodfield way
Theale, Reading
RG7 5QR.*

Signed as a deed of and on behalf of

Santander UK PLC by

_____ and

being persons authorised to act for that purpose

Signed as a deed by **Mitrata Ltd** in the presence of:

.....

Director

.....

Witness signature

Witness name

Witness address

Signed as a deed of and on behalf of

Santander UK PLC by

CAROLE BANKS and

Vaughan Thompson

VAUGHAN THOMPSON

being persons authorised to act for that purpose

.....


CAROLE BANKS
SECURITIES
SANTANDER UK PLC