Acquisition of a Charge

Company name: SAGE HOMES RP LIMITED

Company number: **11217910**

Received for Electronic Filing: 23/04/2024



Details of Charge

Date of creation: 14/04/2022

Date of acquisition: 25/03/2024

Charge code: 1121 7910 0107

Persons entitled: SITUS ASSET MANAGEMENT LIMITED

Brief description: MULTIPLE PROPERTIES INCLUDING THE FREEHOLD PROPERTY

KNOWN AS 36 THORPE ROAD, BISHOP'S STORTFORD, CM23 2YG (PLOTS 196 SITE 154F). FOR MORE DETAILS PLEASE REFER TO

SCHEDULE 3 OF 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: **DEVONSHIRES SOLICITORS LLP**

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CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11217910

Charge code: 1121 7910 0107

The Registrar of Companies for England and Wales hereby certifies that a charge acquired by SAGE HOMES RP LIMITED on 25th March 2024 was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd April 2024.

Given at Companies House, Cardiff on 24th April 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





DATED 14 April 2022

SAGE HOUSING LIMITED AS CHARGOR

AND

SITUS ASSET MANAGEMENT LIMITED AS SECURITY AGENT

SUPPLEMENTAL MORTGAGE SECURITY AGREEMENT

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THIS DEED is dated _____ 14 April ____ 2022 and is made

BETWEEN:

- (1) SAGE HOUSING LIMITED (Company number 05489096) whose registered office is at 5th Floor Orion House, 5 Upper St Martin's Lane, London, WC2H 9EA (the "Chargor"); and
- (2) SITUS ASSET MANAGEMENT LIMITED (Company number 06738409) whose registered office is at 34th Floor 25 Canada Square, Canary Wharf, London, E14 5LB as security agent and trustee for the Secured Parties (as defined in the Original Security Agreement (as defined below) (the "Security Agent").

BACKGROUND:

- (A) Pursuant to a security agreement dated 15 January 2019 (the "Original Security Agreement") between, amongst others, the Chargor and the Security Agent, the Chargor charged by way of first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented).
- (B) In accordance with the Facility Agreement, the Chargor has acquired an Additional Property and, accordingly, the Chargor has agreed to enter into this Deed in connection with the Original Security Agreement.
- (C) This Deed is supplemental to the Original Security Agreement.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. Definitions

In this Deed:

"Fixtures" means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property (save for any belonging to a tenant or occupier of the Mortgaged Property or other third party).

"Mortgaged Property" means all freehold or leasehold property of the Chargor which is included in the definition of Security Assets.

2. Interpretation

- (a) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Original Security Agreement will be construed as references to this Deed.

(c) In this Deed:

- (i) a reference to a Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments and supplements however fundamental to that Finance Document or other document, including any amendment or supplement providing for further advances or any increase in the amount of a facility or any additional facility:
- (ii) the term "this Security" means any security created by or pursuant to this Deed; and
- (iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset.
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

3. Creation of Security

3.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security by each Chargor for the payment and satisfaction of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

3.2 Land

- (a) The Chargor charges by way of a first legal mortgage the property specified in Schedule 1 under the heading "Mortgaged Property".
- (b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property (save for any such assets belonging to a tenant or occupier of the property or any other third party); and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3.3 Confirmation

The Chargor confirms that, as security for the payment of the Secured Liabilities:

- (a) it has charged in favour of the Security Agent by way of first fixed charge the assets (if any) relating to the property specified in Schedule 1 and referred to in clauses 2.2 (Land), 2.3 (Securities) 2.6(b) (Accounts) and 2.7 (Miscellaneous) of the Original Security Agreement; and
- (b) it has assigned to the Security Agent by way of security the assets (if any) relating to the property specified in the Schedule and referred to in clauses 2.4 (*Insurances*), 2.5 (*Other contracts*) and 2.6(a) (*Accounts*) of the Original Security Agreement.

4. Incorporation

The provisions of clause 3 (Restrictions on dealings) to 16 (Release) (inclusive) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

5. Notices to Landlord

Each Chargor must:

- (a) (in respect of any headlease which is in place on the date of this Deed) within ten Business Days of the date of this Deed or (in respect of any headlease which is entered into or to which a Chargor becomes a party following the date of this Deed) within ten Business Days of the entry into, or becoming a party to, such headlease (save, in each case, where the current landlord is a Chargor or an affiliate of a Chargor) serve a notice of charge, substantially in the form of Part A of Schedule 2 (Forms of Letter for Landlord), on each landlord of the Mortgaged Property; and
- (b) deliver any receipted notices from landlords that are substantially in the form of Part B of Schedule 2 (Forms of Letter for Landlord).

6. Acknowledgment by Chargor landlords

Each Chargor that is a landlord in respect of a headlease in place on the date of this Deed acknowledges that it has received notice of, and confirms that it agrees to, the charge by way of legal mortgage to the Security Agent of all the relevant tenant's rights under the relevant headlease.

7. Deposit of title deeds

Each Chargor must ensure that all deeds and documents of title relating to the Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by it or on its behalf are:

- (a) deposited with the Security Agent; or
- (b) held to the order of the Security Agent by a firm of solicitors approved by the Security Agent.

8. H.M. Land Registry

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to the property specified in the Schedule:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] 2022 in favour of Situs Asset Management Limited referred to in the charges register or their conveyancer."

9. Continuation

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.
- (b) References in the Original Security Agreement to this Deed and expressions of similar import are deemed to be references to the Original Security Agreement as amended by this Deed and to this Deed.
- (c) This Deed is designated a Finance Document.

10. Security Agent Provisions

(a) The Security Agent executes this Deed in the exercise of the rights, powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Facility Agreement and, in so acting, it shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.

- (b) The Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents or affiliates.
- (c) Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Secured Party or Secured Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

11. Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

12. Enforcement

12.1 Jurisdiction of English Courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to non-contractual obligations arising from or in connection with this Deed or a dispute regarding the existence, validity or termination of this Deed) (a "Dispute").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 12 is for the benefit of the Secured Parties only. As a result, the Secured Parties shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1 MORTGAGED PROPERTY

Property Address	Registered Proprietor	Title Number	Developer's Title Number (where registration of Transfer to Sage has yet to be completed at Land Registry)	Scheme Number	Tenure Freehold (F) / Leasehold (L)
Plot 72 Foxlow = Shared Ownership UPRN: 0008800022	Sage Housing Limited	DY560152 (charge of whole title)		Site 88	Freehold
Plots 20, 21, 22, 23, 24 and 25 Wavendon Golf Course = Shared Ownership UPRN: 0126117, 0126118, 0126109, 0126101, 0126102 and 0126110	Sage Housing Limited	BM454321 (charge of whole title)		Site 109	Freehold
Plot 100 St Leonard = Shared Ownership UPRN: 003041B00001	Sage Housing Limited	SF674379 (charge of whole title)		Site 30418	Freehold
Plot 101 St Leonard = Shared Ownership UPRN: 003041800002	Sage Housing Limited	SF674380 (charge of whole title)		Site 3041B	Freehold
Plot 102 St Leonard = Shared Ownership UPRN:	Sage Housing Limited	SF674381 (charge of whole title)		Site 3041B	Freehold
003041B00003 Plot 103 St Leonard = Shared Ownership	Sage Housing Limited	SF674382 (charge of whole title)		Site 3041B	Freehold

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Plot 213 St Leonard	Sage	SF674384		Site 3041B	Freehold
= Shared	Housing	(charge of whole title)			***************************************
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Plots 74, 75, 76, 77,	Sage	BD343966		Site 500A	Freehold
133, 134, 135, 136,	Housing	(charge of whole title)	er a er	Phonomeron	distance of the second
137, 166, 167, 168,	Limited		And the state of t	7657	ACTUAL TO A STATE OF THE ACTUAL TO A STATE OF
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Plots 238 and 239	Sage	YEA100493	9,0058.2	Site 3253	Freehold
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Plots 254 and 255	Sage	YEA100494	\$	Site 3253	Freehold
Tranby Park, Hessle	Housing	(charge of whole title)	and the state of t		1 3 2 2 1 0 1 0 3
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Plots 15, 16, 17, 22,	Sage	NT568807	-	L Site 2348	Freehold
23, 41 and 42	Housing	(charge of whole title)	***************************************	JILE ZJ+O	ricentuu
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000234800006 and 000234800007				
Plots 345, 346, 347 and 348 Officers Mess and Burgoyne Barracks = Shared Ownership	Sage Housing Limited	TT135138 (charge of whole title)	Site 1564B	Freehold
UPRN: 001564B00001, 001564B00002, 001564B00003 and 001564B00004				
Plot 84 Stafford Road, Penkridge = Shared Ownership UPRN:	Sage Housing Limited	SF674386 (charge of whole title)	Site 384	Freehold
000038400023 Plot 85 Stafford	Sage	SF674388	Site 384	Freehold
Road, Penkridge = Shared Ownership UPRN:	Housing Limited	(charge of whole title)		
000038400024				MAY man and a ma
Plot 93 Stafford Road, Penkridge = Shared Ownership	Sage Housing Limited	SF674775 (charge of whole title)	Site 384	Freehold
UPRN: 000038400027				
Plot 94 Stafford Road, Penkridge = Shared Ownership	Sage Housing Limited	SF674777 (charge of whole title)	Site 384	Freehold
UPRN: 000038400028				
Plots 1, 2, 3, 4, 5, 6, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 Fontwell Avenue = Shared Ownership	Sage Housing Limited	WSX429821 (charge of whole title)	Site 327A	Freehold

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Plot 346 Hunters	Sage	WT462682		Site 178B	Freehold
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Plot 324 Hunters	Sage	WT462689		Site 178B	Freehold
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Plot 325 Hunters	Sage	WT462690		Site 178B	Freehold
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Plot 326 Hunters Moon = Shared Ownership UPRN: 000178B00003	Sage Housing Limited	WT462691 (charge of whole title)		Site 178B	Freehold
Plot 327 Hunters Moon = Shared Ownership	Sage Housing Limited	WT462694 (charge of whole title)		Site 178B	Freehold
UPRN: 000178B00004					
Plots 132, 133 and 134 Buckden = Shared Ownership	Sage Housing Limited	CB467461 (charge of whole title)		Site 442	Freehold
UPRN : 0136049, 0136050 and 0136051	or and a second				
Plot 14 Gaydon, Lighthorne Heath = Shared Ownership	Sage Housing Limited	WK524282 (charge of whole title)		Site 19708	Freehold
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Plot 15 Gaydon, Lighthorne Heath = Shared Ownership UPRN: 001970800008	Sage Housing Limited	Plot 15: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plot 15 dated 21st December 2021 made between (1) Taylor Wimpey UK	WK514927	Site 1970B	Freehold
Plot 49 Gaydon,	Sage	Limited and (2) Sage Housing Limited (charge of whole title) WK524285		Site 19708	Freehold
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Plots 10 and 11 Chalks Farm Sawbridgeworth = Shared Ownership UPRN: 0179001 and 0179002	Sage Housing Limited	HD605978 (charge of whole title)		Site 1203	Freehold
Plots 236, 237, 243, 244, 255, 256, 261, 262, 356 and 357 Wellesbourne = Shared Ownership	Sage Housing Limited	WK524270 (charge of whole title)		Site 1199B	Freehold
UPRN: 001199B00005, 001199B00006, 001199B00010, 001199B00011, 001199B00012, 001199B00015, 001199B00047 and 001199B00048					
Plots 48, 49, 50, 51, 52, 53 and 54 Monchelsea Park, Maidstone = Shared Ownership	Sage Housing Limited	TT135802 (charge of whole title)		Site 1630	Freehold
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Plots 70, 71, 72, 73, 74 and 75 Monchelsea Park, Maidstone = Shared Ownership	Sage Housing Limited	TT135803 (charge of whole title)		Site 1630	Freehold

UPRN: 000163000008, 000163000009, 000163000010, 000163000011, 000163000012 and					
Plots 82, 83, 84, 85 and 86 Monchelsea Park, Maidstone = Shared Ownership UPRN: 000163000023, 000163000024, 000163000025, 000163000027	Sage Housing Limited	TT135804 (charge of whole title)		Site 1630	Freehold
Plots 68, 69, 70, 89, 90, 91, 92, 93, 94 and 95 Havant Road = Shared Ownership UPRN: 0186016, 0186018, 0186019, 0186020, 0186021, 0186022, 0186023, 0186024 and 0186025	Sage Housing Limited	Plots 68, 69, 70, 89, 90, 91, 92, 93, 94 and 95: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 68, 69, 70, 89, 90, 91, 92, 93, 94 and 95 dated 23 rd December 2021 made between (1) BDW Trading Limited and (2) Sage Housing Limited (charge of whole title)	SH51444	Site 253	Freehold
Plots 196, 197, 198, 199, 200, 201 and 202 Bishop Stortford = Shared Ownership UPRN: 0154F00012, 0154F00007, 0154F00020, 0154F00021, 0154F00022 and 0154F00023	Sage Housing Limited	HD605803 (charge of whole title)		Site 154F	Freehold

Plots 45 and 46	Sage	NK517432	<u> </u>	Site 1739	Freehold
Norwich Road,	Housing	(charge of whole title)	Action in the second	Jise 1/33	ricendia
Swaffham = Shared	Limited	fengige or whole title)			
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SCHEDULE 2 FORMS OF LETTER FOR LANDLORDS

PART A NOTICE TO LANDLORD

[On the letterhead of a Chargor]

To: [Landlord]
[•]
Dear Sirs,
Supplemental Mortgage Security Agreement dated [•]between [•] and [•] as security agent (the "Supplemental Mortgage Security Agreement")
We refer to the lease of [add address] dated [•] and made between [•] and [•] (the "Lease").
This letter constitutes notice to you that under the Supplemental Mortgage Security Agreement we have charged by way of legal mortgage to [•] as security agent and trustee for the Secured Parties as referred to in the Supplemental Mortgage Security Agreement, the "Security Agent" all our rights under the Lease.
This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
Please confirm your [acknowledgement of/ agreement to] the above by signing the attached acknowledgement and returning it to the Security Agent at [•] with a copy to ourselves.
Yours faithfully,

For

¹ Obligors' legal counsel to check lease terms and update with consent or acknowledgement, as appropriate.

PART B ACKNOWLEDGEMENT OF LANDLORD

To: [•] as Security Agent	
Copy: [•] as Chargor	
	[*]
Dear Sirs,	
Re:	
Supplemental Mortgage Security Agreement dated [•] between [Chargor] and [Securi Agent] as security agent (the "Supplemental Mortgage Security Agreement")	ty
We confirm receipt from [•] (the "Chargor") of a notice dated [•] 2022 (the "Notice") in relation to the Lease (as defined in the Notice) of [add address].	
[We confirm that we agree to the charge by way of legal mortgage by the Chargor to the Security Agent all of its rights under the Lease.] ²	
This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.	
Yours faithfully,	
For [•]	
L'II	

Obligors' legal counsel to check lease terms - this paragraph can be deleted if the landlord does not have a consent right

SIGNATORIES TO THE MORTGAGE SUPPLEMENTAL SECURITY AGREEMENT

Chargor

EXECUTED AS A DEED by SAGE HOUSING LIMITED

acting by a director and its secretary

Signature of Director

Signature of Secretary

Security Agent

EXECUTED as a Deed by)	9	···	
SITUS ASSET MANAGEMENT LIMITED),	<i>A</i>	·····································	
as Security Agent for the Secured Parties)/	Gavin Williams	Attomey	
acting by its Attorney)	Vice President	*********	
		Print Name of	f Attorney	
in the presence of:				
Witness Signature.	4 5 6 6 6 6 6 7			
Witness Name JAUL VA	!			
Witness AddressSitus Asset Manager 34th Floor, 25 Canad London E14 5L8	ned.Lio la Square			

Schedule 3

UPRN	Property Address	Plot	Tenure	Name of Lender	Date of Charge	Scheme Name	Scheme Number
0154F00012	36 Thorpe Road, Bishop's Stortford, CM23 2YG	196	Freehold	Situs Asset Management Limited	14/04/2022	Bishops Stortford North	154F
0154F00007	36A Thorpe Road, Bishop's Stortford, CM23 2YG	197	Freehold	Situs Asset Management Limited	14/04/2022	Bishops Stortford North	154F
0154F00013	36B Thorpe Road, Bishop's Stortford, CM23 2YG	198	Freehold	Situs Asset Management Limited	14/04/2022	Bishops Stortford North	154F