



Acquisition of a Charge

Company name: **SAGE HOMES RP LIMITED**

Company number: **11217910**

Received for Electronic Filing: **23/04/2024**



XD1M3BZ7

Details of Charge

Date of creation: **02/08/2022**

Date of acquisition: **25/03/2024**

Charge code: **1121 7910 0110**

Persons entitled: **SITUS ASSET MANAGEMENT LIMITED**

Brief description: **FREEHOLD PROPERTY KNOWN AS 29 COBB LANE, FONTWELL, ARUNDEL, BN18 0YT (PLOTS 319 SITE 327). 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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11217910

Charge code: 1121 7910 0110

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



Companies House



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

Dated

2 August

2022

**SAGE HOUSING LIMITED
as Chargor**

**SITUS ASSET MANAGEMENT LIMITED
as Security Agent**

**SUPPLEMENTAL
MORTGAGE SECURITY
AGREEMENT**

WE HEREBY CERTIFY THAT THIS
IS A TRUE COPY OF THE ORIGINAL

ADDLESHAW GODDARD LLP
11.08.2022

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Between

- (1) **Sage Housing Limited** (No. 05489096) whose registered office is at 5th Floor Orion House, 5 Upper St Martin's Lane, London WC2H 9EA (**Chargor**); and
- (2) **Situs Asset Management Limited** (No. 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) (**Security Agent**).

Whereas

- (A) Pursuant to a security agreement dated 15 January 2019 (**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**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 1 (Notice to Landlord) of Schedule 2, on each landlord of the Mortgaged Property; and
- (b) deliver any receipted notices from landlords that are substantially in the form of Part 2 (Acknowledgement of Landlord) of Schedule 2.

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 HM 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 2 August 2022 in favour of Situs Asset Management Limited referred to in the charges register or their conveyancer."

AG

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) (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

All the land and buildings contained in and (save where expressly stated otherwise) comprising the whole of the title number set out in the table and including all of the dwellings specified.

UPRN	Site	Plot	Site Name	New Registered Provider	Title Number	Parties to the Transfer / Leases	Development Number	Title	Freehold / Leasehold	Tenure
000128800061	1288	141	Billbrook	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) Bloor Homes Limited (2) Sage Housing Limited	SF658503	Freehold	AR
000128800052	1288	142	Billbrook	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) Bloor Homes Limited (2) Sage Housing Limited	SF658503	Freehold	AR
000128800053	1288	143	Billbrook	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) Bloor Homes Limited (2) Sage Housing Limited	SF658503	Freehold	AR
000128800062	1288	145	Billbrook	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) Bloor Homes Limited (2) Sage Housing Limited	SF658503	Freehold	AR
000128800054	1288	146	Billbrook	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) Bloor Homes Limited (2) Sage Housing Limited	SF658503	Freehold	AR
000128800055	1288	147	Billbrook	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) Bloor Homes Limited (2) Sage Housing Limited	SF658503	Freehold	AR
000128800063	1288	148	Billbrook	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) Bloor Homes Limited (2) Sage Housing Limited	SF658503	Freehold	AR

UPRN	Site	Plot	Site Name	New Registered Provider	Title Number	Parties to the Transfer / Leases	Development Number	Title	Freehold / Leasehold	Tenure
0001630000028	1630	87	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT62071		Freehold	AR
0001630000029	1630	88	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT62071		Freehold	AR
0001630000030	1630	89	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT62071		Freehold	AR
0001630000031	1630	90	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT62071		Freehold	AR
0001630000032	1630	91	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT62071		Freehold	AR
0001630000033	1630	92	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT62071		Freehold	AR
0001630000014	1630	93	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT62071		Freehold	AR
0001630000015	1630	94	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT62071		Freehold	AR
0001630000016	1630	95	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT62071		Freehold	AR
0001630000017	1630	96	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT62071		Freehold	AR

UPRN	Site	Plot	Site Name	New Registered Provider	Title Number	Parties to the Transfer / Leases	Development Number	Title	Freehold / Leasehold	Tenure
000163000018	1630	97	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT82071		Freehold	AR
000163000019	1630	98	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT82071		Freehold	AR
000163000020	1630	99	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT82071		Freehold	AR
000163000021	1630	100	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT82071		Freehold	AR
000163000022	1630	101	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT82071		Freehold	AR
000163000034	1630	102	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT82071		Freehold	AR
000163000035	1630	103	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT82071		Freehold	AR
000163000036	1630	104	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT82071		Freehold	AR
000163000037	1630	105	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT82071		Freehold	AR
000163000038	1630	106	Monchelsea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT82071		Freehold	AR

UPRN	Site	Plot	Site Name	New Registered Provider	Title Number	Parties to the Transfer / Lessees	Development Number	Title	Freehold / Leasehold	Tenure
0001630000039	1630	107	Moncheisea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT82071		Freehold	AR
0001630000040	1630	108	Moncheisea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT82071		Freehold	AR
0001630000041	1630	109	Moncheisea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT82071		Freehold	AR
0001630000042	1630	110	Moncheisea	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Redrow homes Limited (2) Sage Housing Limited	TT82071		Freehold	AR
0002555000003	2558	21	Kelvedon	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Cala Management Limited (2) Sage Housing Limited	EX384990		Freehold	AR
0002555000004	2558	22	Kelvedon	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Cala Management Limited (2) Sage Housing Limited	EX384990		Freehold	AR
0001788000018	1785	359	Hunters Moon	Sage Limited	To be allocated on registration of Transfer (whole)	(1) J S Bloor (Swindon) Limited (2) Sage Housing Limited	WT435868		Freehold	AR
0001788000019	1785	360	Hunters Moon	Sage Limited	To be allocated on registration of Transfer (whole)	(1) J S Bloor (Swindon) Limited (2) Sage Housing Limited	WT435868		Freehold	AR
0001788000020	1785	361	Hunters Moon	Sage Limited	To be allocated on registration of Transfer (whole)	(1) J S Bloor (Swindon) Limited (2) Sage Housing Limited	WT435868		Freehold	AR
0001788000021	1785	362	Hunters Moon	Sage Limited	To be allocated on registration of Transfer (whole)	(1) J S Bloor (Swindon) Limited (2) Sage Housing Limited	WT435868		Freehold	AR

UPRN	Site	Plot	Site Name	New Registered Provider	Title Number	Parties to the Transfer / Lessees	Development Number	Title	Freehold / Leasehold	Tenure
001270C00003	1270C	90	R1 & R2 Glenvale Park, Nlort Way, Wellingborough	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN375056		Freehold	AR
001270C00004	1270C	91	R1 & R2 Glenvale Park, Nlort Way, Wellingborough	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN375056		Freehold	AR
001270C00005	1270C	92	R1 & R2 Glenvale Park, Nlort Way, Wellingborough	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN375056		Freehold	AR
001270C00006	1270C	93	R1 & R2 Glenvale Park, Nlort Way, Wellingborough	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN375056		Freehold	AR
001270C00007	1270C	94	R1 & R2 Glenvale Park, Nlort Way, Wellingborough	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN375056		Freehold	AR
001270C00008	1270C	95	R1 & R2 Glenvale Park, Nlort Way, Wellingborough	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN375056		Freehold	AR
001270C00009	1270C	96	R1 & R2 Glenvale Park, Nlort Way, Wellingborough	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN375056		Freehold	AR
001270C00010	1270C	97	R1 & R2 Glenvale Park, Nlort Way, Wellingborough	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN375056		Freehold	AR
001270C00011	1270C	98	R1 & R2 Glenvale Park, Nlort Way, Wellingborough	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN375056		Freehold	AR
001270C00012	1270C	99	R1 & R2 Glenvale Park, Nlort Way, Wellingborough	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN375056		Freehold	AR

UPRN	Site	Plot	Site Name	New Provider	Registered	Title Number	Parties to the Transfer / Leases	Development Number	Title	Freehold / Leasehold	Tenure
001270000013	1270C	100	R1 & R2 Glenvale Park, Nlort Wellingborough	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) EDW Trading Limited (2) Sage Housing Limited	NN375059		Freehold	AR
001270000014	1270C	101	R1 & R2 Glenvale Park, Nlort Wellingborough	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) EDW Trading Limited (2) Sage Housing Limited	NN375059		Freehold	AR
000102400001	1024	13	Felixstowe	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) Persimmon Homes Limited (2) Sage Housing Limited	SK408176		Freehold	AR
000102400002	1024	14	Felixstowe	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) Persimmon Homes Limited (2) Sage Housing Limited	SK408176		Freehold	AR
000102400003	1024	15	Felixstowe	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) Persimmon Homes Limited (2) Sage Housing Limited	SK408176		Freehold	AR
000102400004	1024	16	Felixstowe	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) Persimmon Homes Limited (2) Sage Housing Limited	SK408176		Freehold	AR
000102400005	1024	21	Felixstowe	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) Persimmon Homes Limited (2) Sage Housing Limited	SK408176		Freehold	AR
000102400006	1024	22	Felixstowe	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) Persimmon Homes Limited (2) Sage Housing Limited	SK408176		Freehold	AR
000102400007	1024	23	Felixstowe	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) Persimmon Homes Limited (2) Sage Housing Limited	SK408176		Freehold	AR
000102400008	1024	24	Felixstowe	Sage Limited	Housing	To be allocated on registration of Transfer (whole)	(1) Persimmon Homes Limited (2) Sage Housing Limited	SK408176		Freehold	AR

UPRN	Site	Plot	Site Name	New Registered Provider	Title Number	Parties to the Transfer / Leases	Development Number	Title	Freehold / Leasehold	Tenure
000102400009	1024	30	Fellstowe	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) Persimmon Homes Limited (2) Sage Housing Limited	SK408176		Freehold	AR
000102400010	1024	31	Fellstowe	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) Persimmon Homes Limited (2) Sage Housing Limited	SK408176		Freehold	AR
000102400011	1024	32	Fellstowe	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) Persimmon Homes Limited (2) Sage Housing Limited	SK408176		Freehold	AR
0136043	442	126	Buckden	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) Bloor Homes Limited (2) Sage Housing Limited	CB442268		Freehold	AR
0136044	442	127	Buckden	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) Bloor Homes Limited (2) Sage Housing Limited	CB442269		Freehold	AR
0136045	442	128	Buckden	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) Bloor Homes Limited (2) Sage Housing Limited	CB442269		Freehold	AR
0136046	442	129	Buckden	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) Bloor Homes Limited (2) Sage Housing Limited	CB442269		Freehold	AR
0136047	442	130	Buckden	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) Bloor Homes Limited (2) Sage Housing Limited	CB442269		Freehold	AR
0136048	442	131	Buckden	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) Bloor Homes Limited (2) Sage Housing Limited	CB442269		Freehold	AR
00004300039	43C	276	Kettering Overstone Northampton	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN363408		Freehold	AR

UPRN	Site	Plot	Site Name	New Registered Provider	Title Number	Parties to the Transfer / Leases	Development Number	Title	Freehold / Leasehold	Tenure
000043C00040	43C	277	Kettering Overstone, Northampton	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN353408		Freehold	AR
000043C00041	43C	278	Kettering Overstone, Northampton	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN353408		Freehold	AR
000043C00042	43C	279	Kettering Overstone, Northampton	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN353408		Freehold	AR
000043C00043	43C	280	Kettering Overstone, Northampton	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN353408		Freehold	AR
000043C00044	43C	261	Kettering Overstone, Northampton	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	NN353408		Freehold	AR
000312B00021	312B	33	Howden	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Harron Homes Limited (2) Sage Housing Limited	YEA10470		Freehold	AR
000312B00022	312B	39	Howden	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Harron Homes Limited (2) Sage Housing Limited	YEA10470		Freehold	AR
000067300029	673	117	Kingsmere, Bicester	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	ON352626		Freehold	AR
000067300030	673	118	Kingsmere, Bicester	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	ON352626		Freehold	AR
000032700061	327A	319	Fontwell	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Dandara Southern Limited (2) Sage Housing Limited	WVSX424175		Freehold	AR

UPRN	Site	Plot	Site Name	New Registered Provider	Title Number	Parties to the Transfer / Leases	Development Number	Title	Freehold / Leasehold	Tenure
0179007	1203	25	Chalk Lane, Sawbridgeworth	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	HD595524		Freehold	AR
0179008	1203	25	Chalk Lane, Sawbridgeworth	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	HD595524		Freehold	AR
0179009	1203	27	Chalk Lane, Sawbridgeworth	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	HD595524		Freehold	AR
0179010	1203	28	Chalk Lane, Sawbridgeworth	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	HD595524		Freehold	AR
0179011	1203	29	Chalk Lane, Sawbridgeworth	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	HD595524		Freehold	AR
0179012	1203	30	Chalk Lane, Sawbridgeworth	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	HD595524		Freehold	AR
0179013	1203	31	Chalk Lane, Sawbridgeworth	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	HD595524		Freehold	AR
0179014	1203	32	Chalk Lane, Sawbridgeworth	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	HD595524		Freehold	AR
0179015	1203	33	Chalk Lane, Sawbridgeworth	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	HD595524		Freehold	AR
0179016	1203	34	Chalk Lane, Sawbridgeworth	Sage Housing Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	HD595524		Freehold	AR

UPRN	Site	Plot	Site Name	New Registered Provider	Title Number	Parties to the Transfer / Leases	Development Number	Freehold / Leasehold	Tenure
0179017	1203	35	Chalk Sawbridgeworth	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	HD595524	Freehold	AR
0179018	1203	36	Chalk Sawbridgeworth	Sage Limited	To be allocated on registration of Transfer (whole)	(1) BDW Trading Limited (2) Sage Housing Limited	HD595524	Freehold	AR
001157500007	1157B	204	Newhall	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Newhall Projects Limited (2) Sage Housing Limited	EX947901	Freehold	SR
001157500008	1157B	205	Newhall	Sage Limited	To be allocated on registration of Transfer (whole)	(1) Newhall Projects Limited (2) Sage Housing Limited	EX947901	Freehold	SR

Schedule 2

Forms of Letter for Landlords

Part 1 - Notice to Landlord

[On the letterhead of a Chargor]

To: [Landlord]

Dear Sirs,

Supplemental Mortgage Security Agreement dated ♦ between ♦ and ♦ as security agent (Supplemental Mortgage Security Agreement)

We refer to the lease of [add address] dated ♦ and made between ♦ and ♦ (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] ¹ 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 2 - Acknowledgement of Landlord

To: ♦ as Security Agent

Copy: ♦ as Chargor

Dear Sirs,

Re: Supplemental Mortgage Security Agreement dated ♦ between [Chargor] and [Security Agent] as security agent (Supplemental Mortgage Security Agreement)

We confirm receipt from ♦ (Chargor) of a notice dated ♦ 2020 (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 ♦

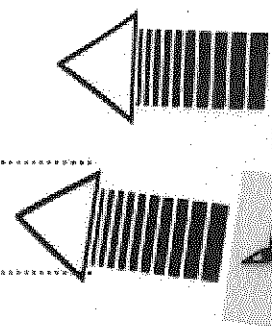
² Obligors' legal counsel to check lease terms - this paragraph can be deleted if the landlord does not have a consent right.

Signatories to the Mortgage Supplemental Security Agreement

Chargor

Executed as a deed by
Sage Housing Limited
acting by two directors or by a director and its
secretary

)
) Director
)
)
) Director/Secretary



Security Agent

Executed as a deed by
Skus Asset Management Limited
as Security Agent for the Secured Parties
acting by

)
)
)
) Authorised Signatory

.....
Signature of witness

Name

Address

.....

Signatories to the Mortgage Supplemental Security Agreement

Chargor

Executed as a deed by)
Sage Housing Limited) Director
acting by two directors or by a director and its)
secretary)
) Director/Secretary

Security Agent

Executed as a deed by)
Situs Asset Management Limited)
as Security Agent for the Secured Parties)
acting by) Authorised Signatory

Maria Thonon
Vice President

Signature of witness

Name PAUL RATH

Address Situs Asset Management Ltd
34th Floor, 25 Canada Square
London E14 5LB

Schedule 3

UPRN	Property Address	Plot	Tenure	Name of Lender	Date of Charge	Scheme Name	Scheme Number
000032700061	29 Cobb Lane, Fontwell, Arundel, BN18 0YT	319	Freehold	Situs Asset Management Limited	02/08/2022	Fontwell, West Sussex	327