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: 23/09/2021

Date of acquisition: 25/03/2024

Charge code: 1121 7910 0111

Persons entitled: SITUS ASSET MANAGEMENT LIMITED

Brief description: MULTIPLE PROPERTIES INCLUDING THE FREEHOLD PROPERTY

KNOWN AS FLAT 1, 67 BRONTE AVENUE, TATTENHOE PARK, MILTON KEYNES, MK4 4NZ (PLOTS 34 SITE 1234A). 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 0111

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





EXECUTION VERSION

23 September 2001

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 23 September 2021 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 Decd 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 [•] 2021 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)
Plots 82, 83, 84, 85, 86, 87, 88, 89 and 90 Chequer Lane = Affordable Rent UPRN: 000230900019, 000230900020, 000230900022, 000230900024, 000230900024, 000230900025, 000230900026 and 000230900027	Sage Housing Limited	Plots 82, 83, 84, 85, 86, 87, 88, 89 and 90: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 82, 83, 84, 85, 86, 87, 88, 89 and 90 dated 24th June 2021 made between (1) Vistry Homes Limited and (2) Sage Housing Limited (charge of whole title)	TT96072	Site 2309	Freehold
Plots 2 and 3 Chequer Lane = Affordable Rent UPRN: 002309G00003 and 002309G00011	Sage Housing Limited	Plots 2 and 3: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 2 and 3 dated 24th June 2021 made between (1) Vistry Homes Limited and (2) Sage Housing Limited (charge of whole title)	TT96072	Site 2309G	Freehold
Plots 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815 and 816 North Wokingham = Affordable Rent	Sage Housing Limited	Plots 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815 and 816: Title number to be issued: title to be opened in the name of	BK515149	Site 2314	Leasehold

UPRN: 000231400028, 000231400029, 000231400031, 000231400032, 000231400034, 000231400035, 000231400036, 000231400038, 000231400038, 000231400039, 000231400040, 000231400041, 000231400042 and 000231400043		Sage Housing Limited following registration of the Lease of Plots 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815 and 816 dated 30 th June 2021 made between (1) Vistry Homes Limited (2) Sage Housing Limited and (3) (Matthews Green (Wokingham) Management Company Limited (charge of whole title)			
Plots 29, 30, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 65, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 129, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 239 and 269 Tattenhoe = Affordable Rent	Sage Housing Limited	Plots 29, 30, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 65, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 129, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 239 and 269: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Lease of Plots 29, 30, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 65, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 129, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185,	BM142002 BM323500 and BM282465	Site 1234A	Leasehold

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001234A00022,	201, 202, 203, 204, 205,			
001234A00023,	206, 207, 208, 209, 210,			
001234A00024,	211, 212, 213, 214, 215,			
001234A00025,	216, 217, 218, 219, 239			
001234A00026,	and 269: dated 30th June			
001234A00027,	2021 made between (1)			
001234A00028,	Countryside Properties			
001234A00029,	(Housebuilding) Limited			
001234A00030,	and (2) Sage Housing			
001234A00031,	Limited			
001234A00032,	(charge of whole title)			4
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001234A00095					
Plots 302, 303, 304,	Sage	Plots 302, 303, 304, 305,	ON334304	Site 164C	Freehold
305, 306 and 307	Housing	306 and 307: Title			
West Witney =	Limited	number to be issued:			
Affordable Rent		title to be opened in the			
		name of Sage Housing			
	The state of the s	Limited following			
	1	registration of the			
	> -	Transfer of Plots 302,			
		303, 304, 305, 306 and			
UPRN: 0032056,		307 dated 21 st June 2021			
0032057, 0032058,		made between (1)			
0032059, 0032060		Persimmon Homes			
and 0032061		Limited and (2) Sage			
		Housing Limited			
		(charge of whole title)			
Plot 169 Foxlow =	Sage	Plot 169: Title number to	DY 5 3595	Site 88	Freehold
Affordable Rent	Housing	be issued: title to be			
	Limited	opened in the name of		ļ	
	[Sage Housing Limited			İ
1		following registration of		Pro II	
		the Transfer of Plot 169			***************************************
	l]	
	į	dated 24th June 2021	i		
UPRN: 0008800051		made between (1)			

Plot 170 Foxlow = Affordable Rent UPRN: 0008800052	Sage Housing Limited	Keepmoat Homes Limited and (2) Sage Housing Limited (charge of whole title) Plot 170: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plot 170 dated 22 nd June 2021 made between (1) Keepmoat Homes Limited and (2) Sage Housing Limited (charge of whole title)	DY53595	Site 88	Freehold
Plot 290 Foxlow = Affordable Rent UPRN: 0008800090	Sage Housing Limited	Plot 290: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plot 290 dated 22 nd June 2021 made between (1) Keepmoat Homes Limited and (2) Sage Housing Limited (charge of whole title)	DY53595	Site 88	Freehold
Plot 291 Foxlow = Affordable Rent UPRN: 0008800091	Sage Housing Limited	Plot 291: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plot 291 dated 22 nd June 2021 made between (1) Keepmoat Homes Limited and (2) Sage Housing Limited (charge of whole title)	DY53595	Site 88	Freehold
Plot 292 Foxlow = Affordable Rent	Sage Housing Limited	Plot 292: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plot 292 dated 22 nd June 2021	DY53595	Site 88	Freehold

UPRN: 0008800092		made between (1) Keepmoat Homes Limited and (2) Sage Housing Limited (charge of whole title)			
Plot 293 Foxlow = Affordable Rent	Sage Housing Limited	Plot 293: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plot 293 dated 22nd June 2021 made between (1) Keepmoat Homes Limited and (2) Sage Housing Limited (charge of whole title)	DY53595	Site 88	Freehold
Piots 38, 39, 40, 41, 42, 43 and 44 Wharf, Off the Bull Ring = Affordable Rent UPRN: 0026007, 0026003, 0026006, 0026006, 0026002, 0026004 and 0026005	Sage Housing Limited	Plots 38, 39, 40, 41, 42, 43 and 44: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 38, 39, 40, 41, 42, 43 and 44 dated 25 th June 2021 made between (1) A R Cartwright Limited and (2) Sage Housing Limited (charge of whole title)	WK483707	Site 252	Freehold
Plots 26, 27, 36, 37, 38, 39, 42, 43, 44 and 45 Bilbrook = Affordable Rent UPRN: 000128800058, 000128800044, 000128800045, 000128800046, 000128800047,	Sage Housing Limited	Plots 26, 27, 36, 37, 38, 39, 42, 43, 44 and 45: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 26, 27, 36, 37, 38, 39, 42, 43, 44 and 45 dated 25th June 2021 made between (1) Bloor Homes Limited and (2) Sage Housing Limited (charge of whole title)	SF658503	Site 1288	Freehold

000128800042, 000128800043, 000128800065 and 000128800060					
Plots 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210 and 211 Gilfies Meadow, Basingstoke Phase 2B = Affordable Rent UPRN: 0211014, 0211016, 0211015, 0211017, 0211018, 0211019, 0211020, 0211021, 0211022, 0211023, 0211024, 0211027, 0211028, 0211029, 0211030, 0211031, 0211032 and 0211033	Sage Housing Limited	Plots 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210 and 211: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer Plots 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210 and 211 dated 29 th June 2021 made between (1) Hornes and Communities Agency and (2) Sage Housing Limited (charge of whole title)	HP665078	Site 788B	Freehold
Plot 796 West Witney = Affordable Rent UPRN: 0080018	Sage Housing Limited	Plot 796: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer Plot 796 dated 29 th June 2021 made between (1) Vistry Homes Limited and (2) Sage Housing Limited (charge of whole title)	ON334305	Site 164B	Freehold
Plots 33 and 34 Anstrey = Affordable Rent UPRN: 09000006 and 09000007	Sage Housing Limited	Plots 33 and 34: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer Plots 33 and 34 dated 05 th July 2021 made between (1) Keepmoat Homes	LT513806	Site 90	Freehold

Plots 47, 48 and 49 Orchard Green Aylesbury = Affordable Rent UPRN: 0927d00011, 0927d00013	Sage Housing Limited	Limited and (2) Sage Housing Limited (charge of whole title) Plots 47, 48 and 49: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer Plots 47, 48 and 49 dated 30th June 2021 made between (1) BDW Trading Limited and (2) Sage Housing Limited (charge of whole title)	BM350686	Site 9270	Freehold
Plots 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 64, 65, 66, 67 and 68 = Affordable Rent UPRN: 0927d00014, 0927d00015, 0927d00018, 0927d00019, 0927d00021, 0927d00021, 0927d00024, 0927d00024, 0927d00025, 0927d00025, 0927d00028, 0927d00028, 0927d00029 and 0927d00030	Sage Housing Limited	Plots 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 64, 65, 66, 67 and 68: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer Plots 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 64, 65, 66, 67 and 68 dated 23 rd June 2021 made between (1) BDW Trading Limited and (2) Sage Housing Limited (charge of whole title)	BM350686	Site 927D	Freehold
Plot 132 Former Pontins Holiday Camp = Social Rent	Sage Housing Limited	Plot 132: Title number to be issued: title to be opened in the name of Sage Housing Limited	L AN18 4228	Site 921	Freehold

UPRN: 0122022		following registration of the Transfer Plot 132 dated 15 th July 2021 made between (1) Persimmon Homes Limited and (2) Sage Housing Limited (charge of whole title)			
Plot 133 Former Pontins Holiday Camp = Social Rent UPRN: 0122023	Sage Housing Limited	Plot 133: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer Plot 133 dated 15 th July 2021 made between (1) Persimmon Homes Limited and (2) Sage Housing Limited (charge of whole title)	LAN184228	Site 921	Freehold
Plot 134 Former Pontins Holiday Camp = Social Rent UPRN: 0122024	Sage Housing Limited	Plot 134: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer Plot 134 dated 15 th July 2021 made between (1) Persimmon Homes Limited and (2) Sage Housing Limited (charge of whole title)	LAN184228	Site 921	Freehold
Plot 137 Former Pontins Holiday Camp = Affordable Rent UPRN: 0122025	Sage Housing Limited	Plot 137: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer Plot 137 dated 15 th July 2021 made between (1) Persimmon Homes Limited and (2) Sage Housing Limited (charge of whole title)	LAN184228	Site 921	Freehold
Plot 138 Former Pontins Holiday	Sage Housing Limited	Plot 138: Title number to be issued: title to be opened in the name of	LAN184228	Site 921	Freehold

Camp = Affordable Rent UPRN: 0122026		Sage Housing Limited following registration of the Transfer Plot 138 dated 15 th July 2021 made between (1) Persimmon Homes Limited and (2) Sage Housing Limited (charge of whole title)			
Plot 139 Former Pontins Holiday Camp = Affordable Rent UPRN: 0122027	Sage Housing Limited	Plot 139: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer Plot 139 dated 15 th July 2021 made between (1) Persimmon Homes Limited and (2) Sage Housing Limited (charge of whole title)	LAN184228	Site 921	Freehold
Plots 81, 82, 83 and 84 Haughley = Affordable Rent UPRN 000311400011, 000311400013 and 000311400014	Sage Housing Limited	Plots 81, 82, 83 and 84: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer Plots 81, 82, 83 and 84 dated 19 th July 2021 made between (1) Bloor Homes Limited and (2) Sage Housing Limited (charge of whole title)	SK399528	Site 3114	Freehold
Plots 85, 86, 87 and 88 Haughley = Affordable Rent UPRN: 000311400007, 000311400008, 000311400009 and 000311400010	Sage Housing Limited	Plots 85, 86, 87 and 88: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer Plots 85, 86, 87 and 88 dated 19 th July 2021 made between (1) Bloor Homes Limited and (2) Sage Housing Limited (charge of whole title)	SK399528	Site 3114	Freehold

Plots 52, 53 and 54 Haughley = Affordable Rent UPRN: 000311400027, 000311400028 and 000311400029	Sage Housing Limited	Plots 52, 53 and 54: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer Plots 52, 53 and 54 dated 19th July 2021 made between (1) Bloor Homes Limited and (2) Sage Housing Limited (charge of whole title)	SK399528	Site 3114	Freehold
Plots 49, 50 and 51 Haughley = Affordable Rent UPRN: 000311400016, 000311400018	Sage Housing Limited	Plots 49, 50 and 51: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer Plots 49, 50 and 51 dated 19 th July 2021 made between (1) Bloor Homes Limited and (2) Sage Housing Limited (charge of whole title)	SK399528	Site 3114	Freehold
Plots 1, 2, 3, 4 and 5 Great Blakenham = Affordable Rent UPRN: 0200001, 0200002, 0200003, 0200004 and 0200005	Sage Housing Limited	Plots 1, 2, 3, 4 and 5: Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer Plots 1, 2, 3, 4 and 5 dated 23 rd July 2021 made between (1) Persimmon Homes Limited and (2) Sage Housing Limited (charge of whole title)	SK388678	Site 991	Freehold

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] 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 B ACKNOWLEDGEMENT OF LANDLORD

To: [*] as Security Agent	
Copy: [*] as Chargor	
	[6]
Dear Sirs,	
Re:	
Supplemental Mortgage Security Agreement dated [•] between [Chargor] and [Security Agent] as security agent (the "Supplemental Mortgage Security Agreement")	ty
We confirm receipt from [*] (the "Chargor") of a notice dated [*] 2021 (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	
[•]	

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)
in the presence of:)
S E Taylor.	Signature of director Name of director
in the presence of	
Tracey Taylor	Signature of witness Name of witness
25 Holmesdale Avc	Address of witness
London SW14 7BQ	

Security Agent

EXECUTED as a Deed by

SITUS ASSET MANAGEMENT LIMITED

as Security Agent for the Secured Parties

acting by its Attorney

Print Name of Attorney

Witness Signature

Witness Name

Autorney

Print Name of Attorney

Witness Name

Autorney

Print Name of Attorney

Witness Address

Situs Asset Management and Attorney

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
001234A00020	Flat 1, 67 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4NZ	34	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00021	Flat 2, 67 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4NZ	35	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00022	Flat 3, 67 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4NZ	36	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00023	Flat 4, 67 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4NZ	37	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00024	Flat 5, 67 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4NZ	38	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00025	Flat 6, 67 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4NZ	39	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00026	Flat 7, 67 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4NZ	40	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00027	Flat 8, 67 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4NZ	41	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00028	Flat 1, 69 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4PG	42	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00029	Flat 2, 69 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4PG	43	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
01234A00030	Flat 3, 69 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4PG	44	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
01234A00031	Flat 4, 69 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4PG	45	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A

001234A00032	Flat 5, 69 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4PG	46	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00033	Flat 6, 69 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4PG	47	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00034	Flat 7, 69 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4PG	48	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00035	Flat 8, 69 Bronte Avenue, Tattenhoe Park, Milton Keynes, MK4 4PG	49	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
0008800093	10 Church Meadow, Buxton, SK17 9XR	293	Freehold	Situs Asset Management Limited	23/09/2021	Foxlow Farm Buxton	88
0008800092	12 Church Meadow, Buxton, SK17 9XR	292	Freehold	Situs Asset Management Limited	23/09/2021	Foxlow Farm Buxton	88
001234A00050	Flat 1, 202 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	176	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00051	Flat 2, 202 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	177	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00052	Flat 3, 202 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	178	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00053	Flat 4, 202 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	179	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00054	Flat 5, 202 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	180	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00055	Flat 6, 202 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	181	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00056	Flat 7, 202 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	182	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00057	Flat 8, 202 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	183	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A

001234A00058	Flat 9, 202 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	184	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00059	Flat 10, 202 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX		Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00060	Flat 11, 202 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	186	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00061	Flat 12, 202 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	187	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00062	Flat 1, 204 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	188	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00063	Flat 2, 204 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	189	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00064	Flat 3, 204 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	190	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00065	Flat 4, 204 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	191	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00066	Flat 5, 204 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	192	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00067	Flat 6, 204 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	193	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00068	Flat 7, 204 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	194	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00069	Flat 8, 204 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	195	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00070	Flat 1, 206 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	196	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00071	Flat 2, 206 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	197	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A

001234A00072	Flat 3, 206 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	198	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00073	Flat 4, 206 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	199	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00074	Flat 5, 206 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	200	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00075	Flat 6, 206 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	201	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00076	Flat 7, 206 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	202	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00077	Flat 8, 206 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	203	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00078	Flat 1, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	204	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00079	Flat 2, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	205	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00080	Flat 3, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	206	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00081	Flat 4, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	207	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00082	Flat 5, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	208	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00083	Flat 6, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	209	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
D01234A00084	Flat 7, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	210	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00085	Flat 8, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	211	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A

001234A00086	Flat 9, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	212	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00087	Flat 10, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	213	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00088	Flat 11, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	214	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00089	Flat 12, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	215	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00090	Flat 13, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	216	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00091	Flat 14, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	217	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00092	Flat 15, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	218	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00093	Flat 16, 208 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4PX	219	Freehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00094	214 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4QB	239	Leasehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00095	240 Priestley Drive, Tattenhoe Park, Milton Keynes, MK4 4QB	269	Leasehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A

Schedule 3

UPRN	Property Address	Plot	Tenure	Name of Lender	Date of Charge	Scheme Name	Scheme Number
001234A00037	Flat 1, 1 Thackerey Crescent, Tattenhoe Park, Milton Keynes, MK4 4QE	98	Leasehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00038	Flat 2, 1 Thackerey Crescent, Tattenhoe Park, Milton Keynes, MK4 4QE	99	Leasehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00039	Flat 3, 1 Thackerey Crescent, Tattenhoe Park, Milton Keynes, MK4 4QE	100	Leasehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00040	Flat 4, 1 Thackerey Crescent, Tattenhoe Park, Milton Keynes, MK4 4QE	101	Leasehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00041	Flat 5, 1 Thackerey Crescent, Tattenhoe Park, Milton Keynes, MK4 4QE	102	Leasehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00042	Flat 6, 1 Thackerey Crescent, Tattenhoe Park, Milton Keynes, MK4 4QE	103	Leasehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00043	Flat 7, 1 Thackerey Crescent, Tattenhoe Park, Milton Keynes, MK4 4QE	104	Leasehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
01234A00044	Flat 8, 1 Thackerey Crescent, Tattenhoe Park, Milton Keynes, MK4 4QE	105	Leasehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00045	Flat 9, 1 Thackerey Crescent, Tattenhoe Park, Milton Keynes, MK4 4QE	106	Leasehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
001234A00046	Flat 10, 1 Thackerey Crescent, Tattenhoe Park, Milton Keynes, MK4 4QE	107	Leasehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
01234A00047	Flat 11, 1 Thackerey Crescent, Tattenhoe Park, Milton Keynes, MK4 4QE	108	Leasehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A
01234A00048	Flat 12, 1 Thackerey Crescent, Tattenhoe Park, Milton Keynes, MK4 4QE	109	Leasehold	Situs Asset Management Limited	23/09/2021	Phase 3 Tattenhoe Park	1234A

001234A00049	26 Thackerey Crescent, Tattenhoe Park, Milton Keynes, MK4	129	Leasehold	Situs Asset	23/09/2021	Phase 3 Tattenhoe Park	1234A
	4QF		1	Management			
				Limited			