

MR01

Particulars of a charge

326158-23



Companies House



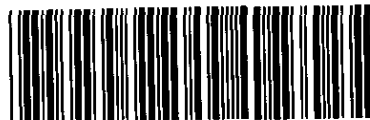
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A fee is be payable w
Please see 'How to pay'

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT**
You may not use this for
register a charge where
instrument. Use form MR

WEDNESDAY



A24 *A87FYJPV* #67
12/06/2019
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 5 4 8 9 0 9 6 ✓

Company name in full Sage Housing Limited ✓

22 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 0 7 m 0 6 y 2 0 y 1 9 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Situs Asset Management Limited ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

62 Freehold titles including Plots 28 - 35, 40 - 46, 51 - 59 Melton Road, Edwalton Bloor (for more details please refer to the instrument). ✓

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ **Yes** ✓

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☒ **No** Go to **Section 7** ✓

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes** ✓

☐ **No**

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

^①This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X Deronshires Solicitors LLP X
(with authority of Sage Housing Limited)

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name
Charlotte Benson Goring

Company name
Devonshires Solicitors LLP

Address
30 Finsbury Circus

Post town

County/Region
London

Postcode
E C 2 M 7 D T

Country
United Kingdom

DX
33856 Finsbury Square

Telephone
020 7065 1848



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5489096

Charge code: 0548 9096 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th June 2019 and created by SAGE HOUSING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th June 2019.

Given at Companies House, Cardiff on 18th June 2019



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 7 June 2019

SAGE HOUSING LIMITED
AS CHARGOR

AND

SITUS ASSET MANAGEMENT LIMITED
AS SECURITY AGENT

SUPPLEMENTAL MORTGAGE SECURITY
AGREEMENT

We hereby certify this to be a true copy
of the original

Signature:
Devonshires
30 Finsbury Circus
EC2M 7DT

Date:

10/06/2019

Devonshires Solicitors LLP

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THIS DEED is dated 7 June 2019 and is made

BETWEEN:

- (1) **SAGE HOUSING LIMITED** (Company number 05489096) (the "**Chargor**"); and
- (2) **SITUS ASSET MANAGEMENT LIMITED** (company number 06738409 whose registered office is at 27/28 Eastcastle Street, London W1W 8DH) 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 [•] 2019 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**

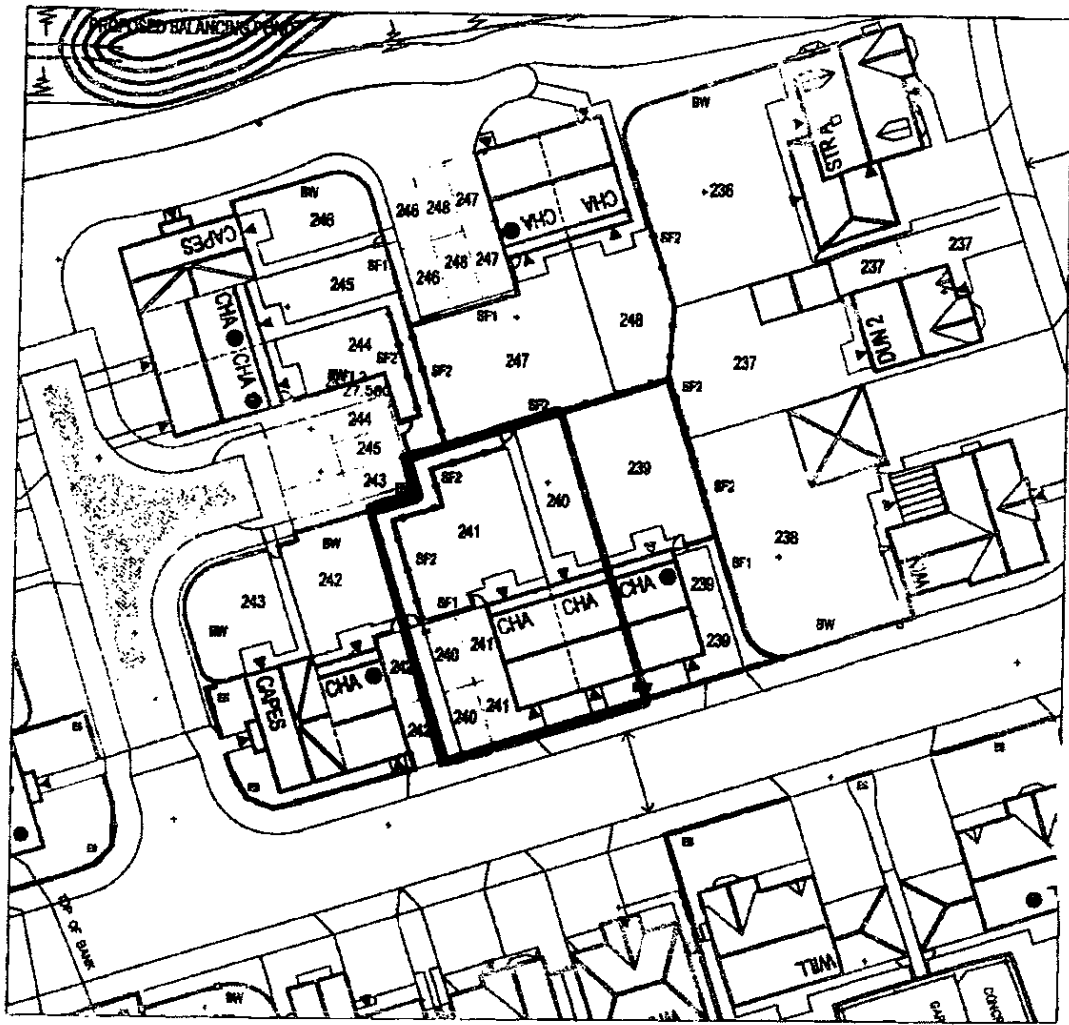
Property Address	Registered Proprietor	Title Number	Scheme Number	Tenure Freehold (F) / Leasehold (L)
<p>Plots 28, 29, 32, 33, 34, 35, 40, 51, 52, 53 and 54, Melton Road, Edwalton Bloor = Affordable Rent</p> <p>Plots 30, 31, 41, 42, 43, 44, 45, 46, 55, 56, 57, 58 and 59, Melton Road, Edwalton Bloor = Shared Ownership</p>	Sage Housing Limited	<p>NT543740 – Plots 51 – 54 (charge of whole title)</p> <p>NT543739 – Plots 55 – 59 (charge of whole title)</p> <p>Plots 28-29 and 32-33 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 28-29 and 32-33 dated 25 February 2019 between (1) Bloor Homes Limited and (2) Sage Housing Limited (charge of whole title)</p> <p>Plot 30 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of the Plot 30 dated 25 February 2019 between (1) Bloor Homes Limited and (2) Sage Housing</p>	Site 158B	Freehold

		<p>Limited (charge of whole title)</p> <p>Plot 31 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plot 31 dated 25 February 2019 between (1) Bloor Homes Limited and (2) Sage Housing Limited (charge of whole title)</p> <p>Plot 34 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plot 34 dated 25 February 2019 between (1) Bloor Homes Limited and (2) Sage Housing Limited (charge of whole title)</p> <p>Plot 35 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plot 35 dated 25 February 2019 between (1) Bloor Homes Limited and (2) Sage</p>		
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		<p>Housing Limited (charge of whole title)</p> <p>Plot 40 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plot 40 dated 30 November 2018 between (1) Bloor Homes Limited and (2) Sage Housing Limited (charge of whole title)</p> <p>Plot 41 – 46 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 41 – 46 dated 30 November 2018 between (1) Bloor Homes Limited and (2) Sage Housing Limited (charge of whole title)</p> <p>Plots 51-54 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 51-54 dated 31 October 2018 between (1) Bloor Homes</p>		
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		<p>Limited and (2) Sage Housing Limited (charge of whole title)</p> <p>Plots 55-59 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 55-59 dated 31 October 2018 between (1) Bloor Homes Limited and (2) Sage Housing Limited (charge of whole title)</p>		
<p>Plots 7, 8, 9, 10, 32, 33, Earle Gardens, Dunchurch = Affordable Rent</p> <p>Plot 6, 11 and 12 Earle Gardens, Dunchurch = Shared Ownership</p>	Sage Housing Limited	<p>WK498360 – Plots 6 – 8 (charge of whole title)</p> <p>WK501882 – Plots 9 – 10 (charge of whole title)</p> <p>WK496269 – Plots 32 and 33 (charge of whole title)</p> <p>Plots 11 and 12 – Title to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 11 and 12 dated 15 May 2019 between (1) Morris Homes (Midlands) Limited</p>	Site 30	Freehold

		and (2) Sage Housing Limited (charge whole of title)		
Plots 267 – 278, 307 – 309, Hoyles Lane, Preston = Affordable Rent Plots 240, 241, 242 – 259, 310 – 313, Hoyles Lane, Preston = Shared Ownership	Sage Housing Limited	LAN216920 – Plots 240 and 241 (charge of part of title shown edged red on the attached plan) LAN216876 – Plots 244 – 248 (charge of whole title) LAN216490 – Plots 251 – 253 (charge of whole title) LAN216878 – Plots 254 – 257 (charge of whole title) LAN218457 – Plots 258 – 259 (charge of whole title) LAN211479 – Plots 267 – 278 (charge of whole title) LAN216491 – Plots 307 – 309 (charge of whole title) Plots 249-250 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 249-250 dated 6 December 2018 between (1) Morris Homes (North) Limited and (2) Sage	Site 39	Freehold



[Handwritten signature]

		<p>Housing Limited (charge of whole title)</p> <p>Plots 242-243 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 242-243 dated 15 February 2019 between (1) Morris Homes (North) Limited and (2) Sage Housing Limited (charge of whole title)</p> <p>Plots 310-313 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 310-313 dated 9 October 2018 between (1) Morris Homes (North) Limited and (2) Sage Housing Limited (charge of whole title)</p>		
Plots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 57, 60, 600, 601 – 605, 607, 608, 609 – 614, 615 – 617, 618 – 621, 622, 623, 631 – 636, 637 – 639, 649, 641, 642,	Sage Housing Limited	EX977845 (charge of whole title)	Site 200B	Freehold

<p>Gilden Way = Affordable Rent</p> <p>Plots 1, 32 – 37, 38, 39, 40, 41, 42, 43, 44, 53, 54, 55, 56 58, 59, 61, 62, 63 – 68, 121 – 123, 124 – 126, 127 – 132, 606, 624 – 628, 630, Gilden Way = Shared Ownership</p>				
<p>Plots 1 – 4, 41, 42, 48, 71 – 74, Celsea Place = Affordable Rent</p> <p>Plots 28, 29, 33, 34, 49, 69, 70 Celsea Place = Shared Ownership</p>	<p>Sage Housing Limited</p>	<p>ON342172 – Plots 28, 29, 33, 34, 41, 42, 48, 49 (charge of part of title shown edged red on attached plan)</p> <p>Plots 1-4 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 1-4 dated 27 June 2018 between (1) Linden Homes Chiltern Limited and (2) Sage Housing Limited (charge of whole title)</p> <p>Plots 69 – 74 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 69 - 74 dated 29 June 2018 between (1)</p>	<p>Site 689</p>	<p>Freehold</p>

HM Land Registry
Official copy of
title plan

Title number **ON342172**
Ordnance Survey map reference **SU5986SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Oxfordshire : South**
Oxfordshire



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		Linden Limited and (2) Sage Housing Limited (charge of whole title)		
Plots 15, 20 – 23, 24, 25, 26, 27, 28, 29, 30, 33 – 36, 85, 86, 89 – 92, 94, 95, 96 Harbourside View = Affordable Rent Plots 16 – 19, 87, 88, 37, 38 Harbourside View = Shared Ownership	Sage Housing Limited	HP829389 – Plots 24 – 30 (charge of whole title) Plots 15-23 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 15-23 dated 14 September 2018 between (1) Persimmon Homes Limited and (2) Sage Housing Limited (charge of whole title) Plots 85-88 and 94-95 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 85-88 and 94-95 dated 21 November 2018 between (1) Persimmon Homes Limited and (2) Sage Housing Limited (charge of whole title) Plots 33-36 and 89-92 –	Site 448	Freehold

		<p>Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 33-36 and 89-92 dated 21 December 2018 between (1) Persimmon Homes Limited and (2) Sage Housing Limited (charge of whole title)</p> <p>Plots 37, 38 and 96 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 37, 38 and 96 dated 19 March 2019 between (1) Persimmon Homes Limited and (2) Sage Housing Limited (charge of whole title)</p>		
<p>Plots 438, 439, 443 – 450, 471 – 474, West Witney = Affordable Rent</p> <p>Plots 437, 440, 441, 442, 466, 467, 468, 469, 470, West Witney = Shared Ownership</p>	Sage Housing Limited	<p>ON346969 - Plots 437-442 and 466-470 (charge of whole title)</p> <p>ON346972 - Plots 443-450 and 471-474 (charge of whole title)</p>	Site 164A	Freehold
Plots 1 – 4, 7, 9, 10, 60, 61, 62, 63, 64, 447, 448, 451,	Sage Housing Limited	Plots 1-10, 60-64 – Title number to be issued: title to be	Site 405	Freehold

<p>452, 453, 454, 455, 456, 457, 471, 473, 474, 475, 484, 489, 490, 496, 498, 507, 508, 1211, 1212, 1213, The Paddocks = Affordable Rent</p> <p>Plots 5, 6, 8, 449, 450, 467, 468, 469, 470, 472, 476, 485 – 488, 494, 495, 497, 499, 506, 509, 1214, The Paddocks = Shared Ownership</p>		<p>opened in the name of Sage Housing Limited following registration of the Transfer of Plots 1- 10, 60-64 dated 1 November 2018 between (1) Persimmon Homes Limited and (2) Sage Housing Limited (charge of whole title)</p> <p>Plots 447-457 and 484-490 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 447-457 and 484- 490 dated 19 September 2018 between (1) Persimmon Homes Limited and (2) Sage Housing Limited (charge of whole title)</p> <p>Plots 467 – 476, 494- 499 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 467 – 476, 494-499 dated 31 July 2018 between (1) Persimmon Homes Limited and (2) Sage</p>		
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		<p>Housing Limited (charge of whole title)</p> <p>Plots 506-509 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 506-509 dated 1 November 2018 between (1) Persimmon Homes Limited and (2) Sage Housing Limited (charge of whole title)</p> <p>Plots 1211-1214 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 1211-1214 dated 1 August 2018 between (1) Persimmon Homes Limited and (2) Sage Housing Limited (charge of whole title)</p>		
Plots 183, 184, 185, 191, 192, 193, 196, 197, 198, 240, 241, 242, 243, 244, 250, 251, 252,	Sage Housing Limited	NT545403 – Plots 240 – 244) (charge of whole title)	Site 158A	Freehold

<p>Melton Road, Edwalton = Affordable Rent</p> <p>Plots 248, 249, 253, 254, 255, 194, 195, Melton Road, Edwalton = Shared Ownership</p>		<p>NT545399 – Plots 248 – 249 (charge of whole title)</p> <p>NT545402 – Plots 250 – 252 (charge of whole title)</p> <p>NT545401 – Plots 253 – 255 (charge of whole title)</p> <p>NT545396 – Plots 183 – 185 (charge of whole title)</p> <p>NT545703 – Plots 194 – 195 (charge of whole title)</p> <p>NT545404 - Plots 191-193 and 196-198 (charge of whole title)</p>		
<p>Plots 432, 433, 435, 442, 443, 444, 445, Bristol Road, Somerset = Affordable Rent</p> <p>Plots 430, 431, 434, 436, 437, 438, 446, 447, 448, Bristol Road, Somerset = Shared Ownership</p>	Sage Housing Limited	<p>Plots 430-438 and 442-448 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 430-438 and 442-448 dated 16 January 2019 between (1) Taylor Wimpey UK Limited and (2) Sage Housing Limited (charge of whole title)</p>	Site 258A	Freehold
Plots 55, 56, 57, 61 – 69, 71, 72	Sage Housing Limited	BD326945 - Plots 41-48, 51-54 and 55-57	Site 408	Freehold

<p>Lower Stondon = Affordable Rent</p> <p>Plots 41 – 48, 51 – 54, 70, 73</p> <p>Lower Stondon = Shared Ownership</p>		<p>(charge of whole title)</p> <p>Plots 61 – 73 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 61 – 73 dated 28 May 2019 between (1) Bovis Homes Limited and (2) Sage Housing Limited (charge of whole title)</p>		
<p>Plots 13 – 17, Dickleburgh = Affordable Rent</p> <p>Plots 11 and 12, Dickleburgh = Shared Ownership</p>	Sage Housing Limited	<p>NK485765 – Plots 11 and 12 (charge of whole title)</p> <p>NK485764 – Plots 13 – 17 (charge of whole title)</p>	Site 570	Freehold
<p>Plots 46, 49 and 50 Ashford Road, Sellindge = Affordable Rent</p> <p>Plots 42 – 45, Ashford Road, Sellindge = Shared Ownership</p>	Sage Housing Limited	<p>TT91159 – Plots 42 – 45 (charge of whole title)</p> <p>TT91160 – Plots 46, 49 and 50 (charge of whole title)</p>	Site 652	Freehold
<p>Plots 7 – 12, Stebbing, Great Dunmow = Affordable Rent</p> <p>Plots 6, 13 and 14, Stebbing, Great Dunmow = Shared Ownership</p>	Sage Housing Limited	<p>Plots 6, 13 and 14 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 6, 13 and 14 dated 30 October 2018</p>	Site 875	Freehold

		<p>between (1) Stonebond Properties Limited and (2) Sage Housing Limited (charge of whole title)</p> <p>Plots 7-12 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 7-12 dated 30 October 2018 between (1) Stonebond Properties Limited and (2) Sage Housing Limited (charge of whole title)</p>		
<p>Plots 72, 73, 74, 79, 80, 81, 82, 83, 84, 85, 86, 87, Harlington = Affordable Rent</p> <p>Plots 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 100, 101, 102, 103, Harlington = Shared Ownership</p>	Sage Housing Limited	<p>Plots 72-74, 79-97 and 100-103 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 72-74, 79-97 and 100-103 dated 4 October 2018 between (1) Newhall Land Limited and (2) Sage Housing Limited (charge of whole title)</p>	Site 1157	Freehold
Plots 183, 184, 185, 186, 191, 192, 193, 194,	Sage Housing Limited	Plots 70-73, 162-172, 179-182 –	Site 500B	Freehold

<p>195, 196, Clipstone Park = Affordable Rent</p> <p>Plots 70, 71, 72, 73, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 179, 180, 181, 182, Clipstone Park = Shared Ownership</p>		<p>Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 70-73, 162-172, 179-182 dated 30 November 2018 between (1) Taylor Wimpey UK Limited and (2) Sage Housing Limited (charge of whole title)</p> <p>Plots 183-186 and 191-196 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfer of Plots 183-186 and 191-196 dated 30 November 2018 between (1) Taylor Wimpey UK Limited and (2) Sage Housing Limited (charge of whole title)</p>		
<p>Plots 609 – 618 and 623 – 632 Monksmoor Farm = Affordable Rent</p> <p>Plots 605 – 608 and 619 – 622 Monksmoor Farm = Shared Ownership</p>	Sage Housing Limited	Plots 609 – 618 and 623 – 632 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfers of Plots 605 – 618 and Plots 619 – 632 respectively both	Site 953	Freehold

		<p>dated 30 April 2019 between (1) Crest Nicholson Operations Limited and (2) Sage Housing Limited (charge of whole title)</p> <p>Plots 605 – 608 and 619 – 622 – Title number to be issued: title to be opened in the name of Sage Housing Limited following registration of the Transfers of Plots 605 – 618 and 619 – 632 respectively both dated 30 April 2019 between (1) Crest Nicholson Operations Limited and (2) Sage Housing Limited (charge of whole title)</p>		
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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]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

[•]

Dear Sirs,

Re:

Supplemental Mortgage Security Agreement dated [•] between [Chargor] and [Security Agent] as security agent (the "Supplemental Mortgage Security Agreement")

We confirm receipt from [•] (the "**Chargor**") of a notice dated [•] 2019 (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

[•]

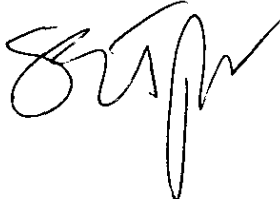
² Obligors' legal counsel to check lease terms - this paragraph can be deleted if the landlord does not have a consent right

SIGNATORIES TO THE MORTGAGE SUPPLEMENTAL SECURITY AGREEMENT

Chargor

EXECUTED AS A DEED by
SAGE HOUSING LIMITED
acting by a director
in the presence of:

)
)
)
)



Signature of director

Name of director

.....
SYDNEY TAYLOR.....

in the presence of

.....

Signature of witness

Name of witness

RUBY WHITEHEAD.....

Address of witness

.....
Sage Housing Limited
4th Floor, Manning House
22 Carlisle Place.....
London
SW1P 1JA

Security Agent

EXECUTED as a deed by

SITUS ASSET MANAGEMENT LIMITED

as Security Agent for the Secured Parties

acting by

in the presence of:

Witness's Signature

Name:

Address:


Jodie Kirkland

... 25 Canada Square, 34th Floor
Canary Wharf, London E14 5LB

) 
.....
) Authorised Signatory Colin Giles
) Vice President

HM Land Registry
Official copy of
title plan

Title number **ON342172**
Ordnance Survey map reference **SU5986SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Oxfordshire : South**
Oxfordshire



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