



Registration of a Charge

Company name: **BARKING RIVERSIDE LIMITED**

Company number: **05055132**



X52HQVL7

Received for Electronic Filing: **10/03/2016**

Details of Charge

Date of creation: **07/03/2016**

Charge code: **0505 5132 0002**

Persons entitled: **BELLWAY HOMES LIMITED (CO. NO. 00670176)**

Brief description: **THE FREEHOLD PROPERTY OWNED BY THE CHARGOR AND EDGED RED ON THE PLAN (SET OUT IN SCHEDULE 1 TO THE INSTRUMENT) FORMING PART OF TITLE NUMBER EGL201689. PLEASE REFER TO THE INSTRUMENT FOR MORE DETAILS.**

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: 5055132

Charge code: 0505 5132 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th March 2016 and created by BARKING RIVERSIDE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th March 2016 .

Given at Companies House, Cardiff on 11th March 2016

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

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

Charles Russell Speechlys LLP
CHARLES RUSSELL SPEECHLYS LLP
SOLICITORS

5 FLEET PLACE
LONDON EC4M 7RD
DATE: 10/03/16

CRS
Charles Russell
Speechlys

DATED

7 March

2016

(1) BARKING RIVERSIDE LIMITED

(2) BELLWAY HOMES LIMITED

LEGAL MORTGAGE

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THIS DEED dated

7 March

2016

BETWEEN:

- (1) **BARKING RIVERSIDE LIMITED** incorporated and registered in England and Wales with company number 05055132 whose registered office is at Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle upon Tyne, NE13 6BE (the "**Chargor**"); and
- (2) **BELLWAY HOMES LIMITED** incorporated and registered in England and Wales with company number 00670176 whose registered office is at Seaton Burn House, aforesaid (the "**Chargee**").

BACKGROUND

- (A) The Chargor and the Chargee have agreed to enter into the Option Agreement.
- (B) The Chargor owns the Property.
- (C) This deed provides security which the Chargor has agreed to give the Chargee in relation to the Chargor's obligations it owes to the Chargee under the Option Agreement.

OPERATIVE PART

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

Base Month: November 2015.

Base Benchmark Value: on any date of determination, an amount calculated by multiplying an amount equal to £2,760,000 by the All Items index value of the RPI for the month two months before the month in which date of determination falls, and then dividing the product by the All Items index value of the RPI for the Base Month.

Bellway Option Phase is as defined in the Option Agreement.

Benchmark Value shall:

- (i) initially be the Base Benchmark Value;
- (ii) be two thirds of the Base Benchmark Value once all of the Chargor's obligations within the Option Agreement relating to a Stage (excluding Stage 1)

have been complied with up to but not beyond the obligation, if any, to grant any Phase Leases;

(iii) be one third of the Base Benchmark Value once all of the Chargor's obligations within the Option Agreement relating to two stages (excluding Stage 1) have been complied with up to but not beyond the obligation, if any, to grant any Phase Leases.

Business Day:

a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with in the London Interbank Market.

Charged Property:

all the assets, property and undertaking for the time being subject to any Security created by this deed which have not been released pursuant to Clause 16 (and references to the Charged Property shall include references to any part of it).

Costs:

all costs, charges, expenses, taxes and liabilities of any kind, including (without limitation) costs and damages in connection with litigation, professional fees, disbursements and any irrecoverable VAT charged on Costs which the Chargee or any Receiver or Delegate may charge or incur.

Delegate:

any person to whom the powers of Receiver are delegated under clause 11.18.

Development Site:

The development site known as Barking Riverside with title number(s) EGL201689, EGL334572 and EGL471051.

Environment:

the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the

ground) and any living organisms (including man) or systems supported by those media.

Environmental Law:

all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes insofar as they relate to or apply to the Environment.

Environmental Licence:

any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Property.

Event of Default:

(i) the occurrence of a Material Default which remains unremedied for a period of 25 Business Days following receipt by the Chargor of written notice from the Chargee requiring it to remedy the same; or

(ii) a breach by the Chargor of any provision of this deed which has or might reasonably be expected to have a material adverse effect on the value of the Charged Property, the security created under this deed or the ability of the Chargee to enforce such security; or

(iii) a breach by the Chargor of any provision of this deed (other than a breach referred to under paragraph (ii), above), and which remains unremedied for a period of 25 Business Days after written notice of such breach is given by the Chargee to the Chargor; or

(iv) a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer is appointed in respect of the Chargor or any of its assets and such office holder disclaims the Option Agreement in a manner which constitutes a Material Default, or otherwise does not comply with the terms of, the Option Agreement

in a manner which constitutes a Material Default, or gives notice of its intention so to disclaim or so not to comply with the terms of the Option Agreement.

Insurance Policy:

Each contract or policy of insurance effected or maintained from time to time in respect of the Property.

LPA 1925:

the Law of Property Act 1925.

Market Value:

the market value determined by the Valuer in accordance with the current Royal Institution of Chartered Surveyors Appraisal and Valuation Manual practice statement.

Material Default:

means any of the following (with defined terms used in this definition and not defined in this deed having the respective meanings given to those terms in the Option Agreement):

(i) the Chargor failing, in breach of the terms of the Option Agreement, to exchange the Phase Agreement for Lease after exercise of the Option for any Bellway Option Phase by the Chargee pursuant to clause 6 of the Option Agreement PROVIDED THAT the Chargee is ready, able and willing to so exchange in accordance with the terms of the Option Agreement; or

(ii) the Chargor failing, in breach of the terms of a Phase Agreement for Lease, to complete a Phase Lease pursuant to a Phase Agreement for Lease for any Bellway Option Phase PROVIDED that the Chargee is ready, able and willing to so complete in accordance with the terms of the relevant Phase Agreement for Lease.

Occupational Lease:

means any lease or licence or other right of occupation or right to receive rent to which the Charged Property may at any time be subject and includes any

	guarantee of a tenant's obligations under the same.
Option Agreement:	the option agreement made between (1) the Chargor and (2) the Chargee dated or to be dated the date of this deed.
Phase Leases	is as defined in the Option Agreement.
Plan:	the plan of the Property set-out in Schedule 1.
Property:	the freehold property owned by the Chargor and edged red on the Plan forming part of title number EGL201689.
Receiver:	a receiver and/or manager of any or all of the Charged Property.
Rent:	all amounts payable to or for the benefit of the Chargor by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Charged Property and other monies payable to or for the benefit of the Chargor in respect of occupation or usage of any part of the Charged Property, including (without limitation) for display of advertisements on licence or otherwise.
Replacement Property:	a part of the Development Site proposed by the Chargor with a Market Value at or in excess of the Benchmark Value.
Replacement Security:	a first legal mortgage on substantially the same terms as this deed over a Replacement Property.
RPI:	the Retail Prices Index or any official index replacing it.
Secured Liabilities:	all present and future monies, obligations and liabilities owed by the Chargor to the Chargee, whether actual or contingent, under or in connection with the Option Agreement or this deed (including, without limitation, those arising under clause 18.3.2) together with all interest

(including, without limitation, default interest) accruing in respect of such monies or liabilities.

Security:

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period:

the period starting on the date of this deed and ending on the date on which the Chargee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

Stage and Stage 1

as defined within the Option Agreement.

Valuation

means a valuation to establish the Market Value of the Chargor's interest in the applicable property by the Valuer.

Valuer

a valuer proposed by the Chargor and approved by the Chargee (such approval not to be unreasonably withheld or delayed).

VAT:

value added tax.

1.2 Interpretation

In this deed:

- 1.2.1 reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;
- 1.2.2 unless the context otherwise requires, words in the singular include the plural and in the plural include the singular;
- 1.2.3 a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires;

- 1.2.4 a reference to this deed (or any provision of it) or any other document shall be construed as a reference to this deed, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties;
- 1.2.5 a reference to a person shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person;
- 1.2.6 a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- 1.2.7 a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.8 a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.9 a reference to a regulation includes any regulation, rule, official directive, request or guideline (having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.10 a reference to the Chargor or the Chargee shall include its successors, permitted transferees and permitted assigns;
- 1.2.11 a reference to determines or determined means, unless the contrary is indicated, a determination made at the discretion of the person making it; and
- 1.2.12 clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

1.3 Clawback

If an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 Nature of security over real property

A reference in this deed to a charge or mortgage of or over the Property includes:

- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Charged Property from time to time;
- 1.4.2 the proceeds of sale of any part of the Charged Property and any other monies paid or payable in respect of or in connection with the Charged Property;

1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Charged Property and any monies paid or payable in respect of those covenants; and

1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Charged Property.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Option Agreement and of any side letters between any parties in relation to the Option Agreement are incorporated into this deed.

1.6 Third-party rights

Except as expressly provided elsewhere in this deed, a person who is not a party to this deed (other than a permitted successor or assign, any Receiver or any Delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed.

1.7 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.8 Schedules

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

2 GRANT OF SECURITY

2.1 Legal mortgage and fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Chargee:

2.1.1 by way of first legal mortgage, the Property; and

2.1.2 by way of first fixed charge,

- (a) all its rights to claim under, and to receive the proceeds of claims under, Insurance Policies to the extent such claims relate solely to the Charged Property, the Rent and the benefit of any guarantee or security in respect of the Rent, the benefit of each Occupational Lease and the benefit of any guarantee or security for the performance of an Occupational Lease to the extent not effectively assigned under clause 3.2; and
- (b) all authorisations (statutory or otherwise) held or required in connection with the Chargor's business carried on at the Property or the use of any Charged Property, and all rights in connection with them in each case to the extent that they relate solely to the Charged Property.

2.2 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns to the Chargee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

2.2.1 the Rent and the benefit of any guarantee or security in respect of the Rent;
and

2.2.2 the benefit of each Occupational Lease and the benefit of any guarantee or security for the performance of an Occupational Lease,

PROVIDED THAT nothing in this clause 2.2 shall constitute the Chargee as mortgagee in possession AND PROVIDED THAT whilst no Event of Default exists the Chargor shall permit the Chargee to collect and receive the Rent for its own purposes and enforce the rights gained from the said benefits for its own purposes.

3 PERFECTION OF SECURITY

3.1 Registration of legal mortgage at the Land Registry

The Chargor consents to an application being made by the Chargee to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"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 [•] in favour of Bellway Homes Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised signatory of "Bellway Homes Limited".

and for the avoidance of doubt such restriction shall only apply to the Charged Property and not to the remainder of the title registered under a particular title number if the Property comprises only part of that title number.

3.2 Cautions against first registration and notices

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor's title to the Property, the Chargor shall immediately provide the Chargee with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is prohibited under this deed, the Chargor shall immediately, and at its own expense, take such steps as the Chargee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

4 LIABILITY OF THE CHARGOR

4.1 Liability not discharged

The Chargor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2 the Chargee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 4.1.3 any other act or omission, which but for this clause 4.1 might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

4.2 Immediate recourse

The Chargor waives any right it may have to require the Chargee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Chargor.

5 REPRESENTATIONS AND WARRANTIES

5.1 Times for making representations and warranties

The Chargor makes the representations and warranties set out in this clause 5 to the Chargee on the date of this deed and are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

5.2 Avoidance of security

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.

5.3 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.

6 COVENANTS

6.1 The Chargor covenants with the Chargee in the terms set out in Schedule 2.

7 POWERS OF THE CHARGE

7.1 Power to remedy

7.1.1 The Chargee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this deed.

7.1.2 The Chargor irrevocably authorises the Chargee and its agents to do all such things as are necessary or desirable for that purpose.

7.1.3 Any monies expended by the Chargee in remedying a breach by the Chargor of its obligations contained in this deed, shall be reimbursed by the Chargor to the Chargee on a full indemnity basis and shall carry interest in accordance with clause 13.1.

7.1.4 In remedying any breach in accordance with this clause 7.1, the Chargee, its agents and their respective officers, agents and employees shall be entitled to enter onto the Charged Property and to take any action as the Chargee may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

7.2 Exercise of rights

The rights of the Chargee under clause 7.1 are without prejudice to any other rights of the Chargee under this deed. The exercise of any rights of the Chargee under this deed shall not make the Chargee liable to account as a mortgagee in possession.

7.3 Chargee has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Chargee in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

7.4 New accounts

7.4.1 If the Chargee receives, or is deemed to have received, notice of any subsequent Security or other interest, affecting all or part of the Charged Property, the Chargee may open a new account for the Chargor in the

Chargee's books. Without prejudice to the Chargee's right to combine accounts, no money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

- 7.4.2 If the Chargee does not open a new account immediately on receipt of the notice, or deemed notice, referred to in clause 7.4.1, then, unless the Chargee gives express written notice to the contrary to the Chargor, all payments made by the Chargor to the Chargee shall be treated as having been credited to a new account of the Chargee and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Chargee.

7.5 Indulgence

The Chargee may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this deed (whether or not such person is jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Chargor for the Secured Liabilities.

8 WHEN SECURITY BECOMES ENFORCEABLE

8.1 Security becomes enforceable on Event of Default

The security constituted by this deed shall be immediately enforceable if an Event of Default occurs.

8.2 Discretion

After the security constituted by this deed has become enforceable the Chargee may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Property.

9 ENFORCEMENT OF SECURITY

9.1 Enforcement powers

- 9.1.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Chargee and a purchaser from the Chargee, arise on and be exercisable at any time after the execution of this deed, but the Chargee shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 8.1.

- 9.1.2 Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed.

9.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and/or by any other statute are extended so as to authorise the Chargee and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Chargor, to:

- 9.2.1 grant any lease or agreement for lease of the Charged Property;
- 9.2.2 accept surrenders of leases of the Charged Property; or
- 9.2.3 grant any option of the whole or any part of the Charged Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Chargor and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Chargee or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

9.3 Prior Security

At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Chargee may:

- 9.3.1 redeem such or any other prior Security;
- 9.3.2 procure the transfer of that Security to itself; and
- 9.3.3 settle any account of the holder of any prior Security.

The settlement of any such account shall be, in the absence of any manifest error, conclusive and binding on the Chargor. All monies paid by the Chargee to an encumbrancer in settlement of such an account shall be, as from its payment by the Chargee, due from the Chargor to the Chargee on current account and shall bear interest at the rate of 2% per annum over the base rate of Barclays Bank plc from time to time in force and be secured as part of the Secured Liabilities.

9.4 Protection of third parties

No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or Delegate shall be concerned to enquire:

- 9.4.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 9.4.2 whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or

9.4.3 how any money paid to the Chargee, any Receiver or Delegate is to be applied.

9.5 Privileges

Each Receiver and the Chargee is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

9.6 No liability as mortgagee in possession

Neither the Chargee, any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

9.7 Relinquishing possession

If the Chargee, any Receiver or Delegate enters into or takes possession of the Charged Property, it may at any time relinquish possession.

9.8 Conclusive discharge to purchasers

The receipt of the Chargee or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the Chargee, every Receiver and Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

10 RECEIVERS

10.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Chargor, the Chargee may, without further notice appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Charged Property.

10.2 Removal

The Chargee may, without further notice, (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.3 Remuneration

The Chargee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, which shall be due and payable immediately on its being paid by the Chargee.

10.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Chargee under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

10.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Chargee despite any prior appointment in respect of all or any part of the Charged Property.

10.6 Agent of the Chargor

Any Receiver appointed by the Chargee under this deed shall be the agent of the Chargor and the Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargee.

11 POWERS OF RECEIVER

11.1 Powers additional to statutory powers

11.1.1 Any Receiver appointed by the Chargee under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 11.2 to clause 11.20.

11.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

11.1.3 Any exercise by a Receiver of any of the powers given by clause 11 may be on behalf of the Chargor, the directors of the Chargor or himself.

11.2 Repair and develop the Charged Property

A Receiver may undertake or complete any works of repair, alteration, building or development on the Charged Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

11.3 Grant or accept surrenders of leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Charged Property and may grant any other interest or right over the Property on such terms and subject to such conditions as he thinks fit.

11.4 Employ personnel and advisers

A Receiver may provide services and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such terms and subject to such conditions as he thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargor.

11.5 Make and revoke VAT options to tax

A Receiver may exercise or revoke any VAT option to tax relating to the Property as he thinks fit.

11.6 Charge for remuneration

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Chargee may prescribe or agree with him.

11.7 Realise Charged Property

A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Charged Property with like rights.

11.8 Manage or reconstruct the Chargor's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargor carried out at the Charged Property.

11.9 Dispose of Charged Property

A Receiver may grant options and licences over all or any part of the Charged Property, sell, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of) all or any of the Charged Property in respect of which he is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

11.10 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Chargor.

11.11 Give valid receipts

A Receiver may give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Charged Property.

11.12 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Chargor and any other person which he may think expedient.

11.13 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property as he thinks fit.

11.14 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 13.2, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this deed.

11.15 Powers under LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

11.16 Borrow

A Receiver may, for any of the purposes authorised by this clause 11, raise money by borrowing from the Chargee (or from any other person) either unsecured or on the security of all or any of the Charged Property in respect of which he is appointed on such terms as he thinks fit (including, if the Chargee consents, terms under which such security ranks in priority to this deed).

11.17 Redeem prior Security

A Receiver may redeem any prior Security and settle the accounts to which the Security relates. Any accounts so settled shall be, in the absence of any manifest error, conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

11.18 Delegation

A Receiver may delegate his powers in accordance with this deed.

11.19 Absolute beneficial owner

A Receiver may, in relation to any of the Charged Property, exercise all powers, authorisations and rights he would be capable of exercising, and do all such acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Charged Property or any part of the Charged Property.

11.20 Incidental powers

A Receiver may do all such other acts and things:

11.20.1 as he may consider desirable or necessary for realising any of the Charged Property;

11.20.2 as he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or

11.20.3 that he lawfully may or can do as agent for the Chargor.

12 APPLICATION OF PROCEEDS

12.1 Order of application of proceeds

All monies received by the Chargee, a Receiver or a Delegate under this deed after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

12.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Chargee (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;

12.1.2 in or towards payment of or provision for the Secured Liabilities in such order and manner as the Chargee determines; and

12.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.

12.2 Appropriation

Neither the Chargee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

12.3 Suspense account

All monies received by the Chargee, a Receiver or a Delegate under this deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

12.3.1 may, at the discretion of the Chargee, Receiver or Delegate, be credited to any suspense or securities realised account;

12.3.2 shall bear interest at such rate, if any, as may be agreed in writing between the Chargee and the Chargor; and

12.3.3 may be held in such account for so long as the Chargee, Receiver or Delegate acting reasonably thinks fit provided that (without prejudice to the foregoing) as soon as reasonably practicable following final determination

of any proceedings relating to the Secured Liabilities, the Chargee, Receiver or Delegate shall apply such monies in accordance with the terms of this deed.

13 COSTS AND INDEMNITY

13.1 Costs

The Chargor shall pay to, or reimburse, the Chargee and any Receiver on demand, all Costs incurred by the Chargee, any Receiver or Delegate in connection with (in both cases following an Event of Default):

13.1.1 protecting, perfecting, or enforcing (or attempting to do so) any of the Chargee's, a Receiver's or Delegate's rights under this deed; or

13.1.2 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest on those Costs, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant Cost arose until full discharge of that Cost (whether before or after judgment, liquidation, winding up or administration of the Chargor) at the rate of 2% per annum over the base rate of Barclays Bank plc from time to time in force.

13.2 Indemnity

The Chargor shall indemnify the Chargee, each Receiver and each Delegate, and their respective employees and agents in respect of all Costs incurred or suffered by any of them following an Event of Default in or as a result of:

13.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Property;

13.2.2 protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

13.2.3 any default or delay by the Chargor in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 13.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

14 FURTHER ASSURANCE

The Chargor shall, at its own expense, take whatever action the Chargee or any Receiver may reasonably require for:

14.1.1 creating, perfecting or protecting the security intended to be created by this deed;

14.1.2 facilitating the realisation of any of the Charged Property; or

14.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Chargee or any Receiver in respect of any of the Charged Property,

including, without limitation, if the Chargee thinks it expedient, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of, or intended to form part of, the Charged Property (whether to the Chargee or to its nominee) and the giving of any notice, order or direction and the making of any registration provided that nothing in this Clause 14 or any other provision of this Deed shall oblige the Chargor to grant rights or powers to the Chargee or any Receiver on or in relation to any property or other assets of the Chargor other than the Charged Property (including, without limitation any rights or easement in respect of any other part of the Development Site).

15 POWER OF ATTORNEY

15.1 Appointment of attorneys

By way of security, the Chargor irrevocably appoints the Chargee, every Receiver and every Delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

15.1.1 the Chargor is required to execute and do under this deed; or

15.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Chargee, any Receiver or any Delegate.

15.2 Ratification of acts of attorneys

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 15.1.

16 RELEASE

16.1 Replacement Property

16.1.1 The Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to release the whole of the Charged Property from the security constituted by this deed if on or before the date of such release (i) the Chargor has provided Replacement Security to the Chargee and (ii) the Chargee has received a Valuation of the applicable Replacement Property in form and substance approved by the Chargee (such approval not to be unreasonably withheld or delayed) confirming that the Market Value of the

Replacement Property as at the date of the proposed release of the security is not less than the Benchmark Value as at such date.

- 16.1.2 Without prejudice to Clause 16.1.1, following compliance by the Chargor with all of its obligations in relation to a Stage up to but not beyond the obligation, if any, to grant Phase Leases, the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to release part of the Charged Property from the security constituted by this deed if the Chargee has received a Valuation of the remainder of the Charged Property confirming that the Market Value of the remainder of such Charged Property as at the date of the proposed release of the security is not less than the Benchmark Value as at such date.

16.2 Release at expiry of Security Period

Subject to clause 18.3, on the expiry of the Security Period (but not otherwise), the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to release the Charged Property from the security constituted by this deed.

17 ASSIGNMENT AND TRANSFER

17.1 Assignment by Chargee

- 17.1.1 The Chargee may assign or transfer the whole or any part of the Chargee's rights and/or obligations under this deed to any person to whom the rights of the Chargee under the Option Agreement are validly assigned.

- 17.1.2 Except as provided in clause 17.1.1, the Chargee may not assign or transfer the whole or any part of the Chargee's rights and/or obligations under this deed.

17.2 Assignment by Chargor

The Chargor may not assign any of its rights, or transfer any of its obligations, under this deed or enter into any transaction that would result in any of those rights or obligations passing to another person.

18 FURTHER PROVISIONS

18.1 Independent security

This deed shall be in addition to, and independent of, every other security or guarantee which the Chargee may hold for any of the Secured Liabilities at any time. No prior security held by the Chargee over the whole or any part of the Charged Property shall merge in the security created by this deed.

18.2 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Chargee discharges this deed in writing.

18.3 Discharge conditional

Any release, discharge or settlement between the Chargor and the Chargee shall be deemed conditional on no payment or security received by the Chargee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

18.3.1 the Chargee or its nominee may retain this deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Chargee deems necessary to provide the Chargee with security against any such avoidance, reduction or order for refund; and

18.3.2 the Chargee may recover the value or amount of such security or payment from the Chargor subsequently as if such release, discharge or settlement had not occurred.

18.4 Rights cumulative

The rights and powers of the Chargee conferred by this deed are cumulative, may be exercised as often as the Chargee considers appropriate, and are in addition to its rights and powers under the general law.

18.5 Amendments

Any amendment of this deed shall be in writing and signed by, or on behalf of, each party.

18.6 Variations and waivers

Any waiver or variation of any right by the Chargee (whether arising under this deed or under the general law) shall only be effective if it is in writing and signed by the Chargee and applies only in the circumstances for which it was given, and shall not prevent the Chargee from subsequently relying on the relevant provision.

18.7 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Chargee shall, in any way, preclude the Chargee from exercising any right or power under this deed or constitute a suspension or variation of any such right or power.

18.8 Delay

No delay or failure to exercise any right under this deed shall operate as a waiver of that right or constitute an election to affirm this deed. No election to affirm this deed shall be effective unless it is in writing.

18.9 Single or partial exercise

No single or partial exercise of any right under this deed shall prevent any other or further exercise of that or any other right.

18.10 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

18.11 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modifications necessary to give effect to the commercial intention of the parties.

18.12 Counterparts

This deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

19 NOTICES

19.1 Service

Each notice or other communication required to be given under, or in connection with, this deed shall be:

19.1.1 in writing, delivered personally or sent by prepaid first-class letter or fax; and

19.1.2 sent:

(a) to the Chargor at:

Barking Riverside Limited
One Kings Hall Mews
London
SE13 5JQ

For the attention of: The Project Director

Copy to: Berwin Leighton Paisner LLP, Adelaide House, London Bridge, London, EC4R 9HA marked for the attention of Tessa Kimber

or to such other addresses as is notified in writing by one party to the other from time to time.

(b) to the Chargee at:

Bellway Homes Limited
Seaton Burn House
Dudley Lane
Seaton Burn
Newcastle upon Tyne
NE13 6BE

For the attention of: Simon Scougall

Fax number: 0191 217 0717

Copy to: Charles Russell Speechlys LLP, 6 New Street Square,
London EC4A 3LX marked for the attention of Robin Grove,

or to such other address or fax number as is notified in writing by
one party to the other from time to time.

19.2 Receipt by Chargor

Any notice or other communication that the Chargee or Chargor give shall be deemed to have been received by the other:

19.2.1 if sent by fax, when received in legible form;

19.2.2 if given by hand, at the time of actual delivery; and

19.2.3 if posted, on the second Business Day after the day it was sent by prepaid first-class post.

A notice or other communication given as described in clause 19.2.1 or clause 19.2.2 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

20 GOVERNING LAW AND JURISDICTION

20.1 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20.2 Jurisdiction

The parties to this deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Chargee or the Chargor to take proceedings against the Chargor or Chargee (as the case may be) in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of

proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

20.3 Other service

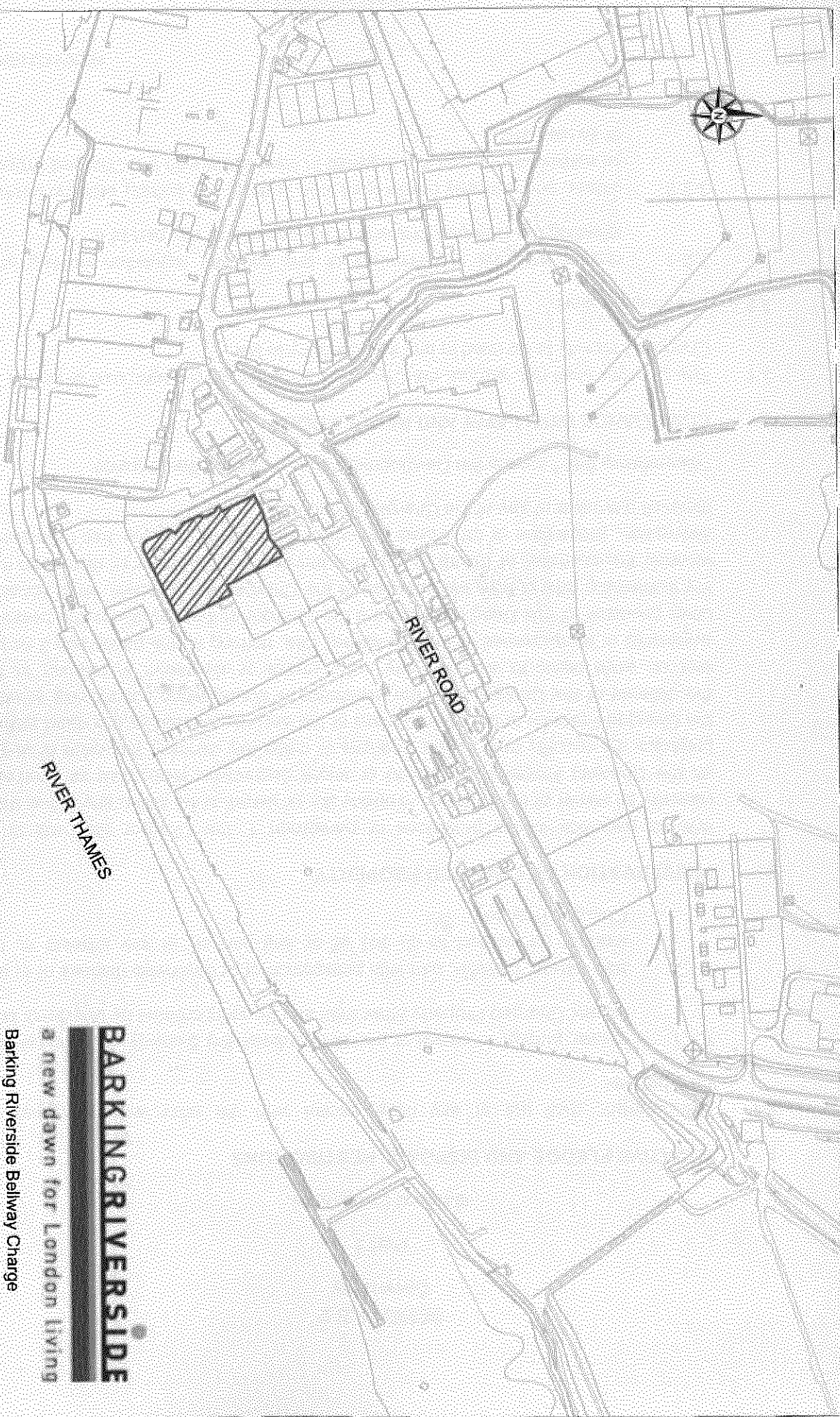
The Chargor and the Chargee irrevocably consent to any process in any proceedings under clause 20.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

21 MISCELLANEOUS

The Chargee shall consent to any agreement made pursuant to inter alia s106 of the Town and Country Planning Act 1990 or any variation to such agreement and shall issue such letters and execute such deeds as the local planning authority may require in that regard.

EXECUTED as a deed the day and year first before written

SCHEDULE 1
Plan



 CHARGE LAND

RIVER THAMES

RIVER ROAD

BARKING RIVERSIDE

a new dawn for London living

Barking Riverside Bellway Charge
(Scale 1 : 500 in A4)

Ver B 02 December 2015

SCHEDULE 2
Covenants

Part 1

General Covenants

1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

1.1 The Chargor shall not at any time, except with the prior written consent of the Chargee:

1.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Charged Property other than any Security created by this deed; or

1.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property.

2 PRESERVATION OF CHARGED PROPERTY

Without prejudice to the provisions of paragraph 1, the Chargor shall not in its capacity as owner of the Charged Property do, or permit to be done, any act or thing on the Charged Property that would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this deed without the consent of the Chargee. For the avoidance of doubt, when considering whether and on what basis to exercise any right, power or discretion in relation to the ownership or management of the Remaining Site, nothing in this paragraph 2 or any other provision of this Deed shall require the Chargor in its capacity as the owner of the Remaining Site to take the interests of the Chargee into account, or to consider whether the exercise, or failure to exercise any such right, power or discretion may depreciate, jeopardise or otherwise prejudice the security held by the Chargee or diminish the value of any of the Charged Property.

"Remaining Site" means the Development Site, excluding the Property.

3 COMPLIANCE WITH LAWS AND REGULATIONS

3.1 The Chargor shall not, without the Chargee's prior written consent, use or permit the Charged Property to be used in any way contrary to law.

3.2 The Chargor shall:

3.2.1 comply with the requirements of any law and regulation relating to or affecting the Charged Property or the use of it or any part of it;

3.2.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property or its use; and

- 3.2.3 promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Charged Property that are required to be made by it under any law or regulation.

4 ENFORCEMENT OF RIGHTS

The Chargor shall (where failure to do so would materially prejudice the Chargee) use its reasonably commercial prudent endeavours to:

- 4.1.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Chargor and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty; and
- 4.1.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property that the Chargee may require from time to time.

5 NOTICE OF MISREPRESENTATIONS AND BREACHES

The Chargor shall, promptly on becoming aware of any of the same, give the Chargee notice in writing of:

- 5.1.1 any representation or warranty set out in clause 5 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- 5.1.2 any breach of covenant set out in this deed.

6 TITLE DOCUMENTS

- 6.1 The Chargor shall subject to paragraph 6.2, upon request by the Chargee, deposit with the Chargee:

- 6.2.1 a copy of each Insurance Policy; and
- 6.2.2 a copy of each Occupational Lease, certified to be a true copy by either a director of the Chargor or by the Chargor's solicitors.

- 6.2 The Chargor shall not be required to comply with clause 6.2.2 with relation to any Occupational Lease extant at the date hereof

7 NOTICES TO BE GIVEN BY THE CHARGOR

The Chargor shall upon request by the Chargee following the occurrence of an Event of Default:

- 7.1.1 give notice to the relevant insurers of the provisions of clause 2.1.2(a) and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Chargee; and

- 7.1.2 give notice to each of the other parties to the Occupational Leases and any guarantee or security for the performance of an Occupational Lease of the assignment of the Chargor's rights and interest in and under the Occupational Leases and each guarantee or security for the performance of an Occupational Lease under clause 2.2.2 and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Chargee.

The form of any notice or acknowledgement under this paragraph 7 shall be in form and substance approved by the Chargee (such approval not to be unreasonably withheld or delayed).

Part 2

Property Covenants

8 PROPERTY COVENANTS

- 8.1 The Chargor shall ensure that any development of the Charged Property is carried out:
- (i) in a good and workmanlike manner, using materials of good quality which are fit for their respective purposes;
 - (ii) in accordance with all applicable planning consents and applicable law; and
 - (iii) at least in accordance with the relevant Codes of Practice and British Standard Specifications.

9 INSURANCE

- 9.1 The Chargor shall insure and keep insured the Charged Property as appropriate for a development site against all perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargor.
- 9.2 Subject to clause 9.3 any such insurance must be with an insurance company or underwriters of repute and must be for not less than the replacement value of the Charged Property.
- 9.3 The Chargor shall, if requested by the Chargee, produce to the Chargee the policy, certificate or cover note relating to any such insurance required by paragraph 9.1 of this 0 of Schedule 2.
- 9.4 The Chargor shall, if requested by the Chargee, procure that a note (which may be general or specific) of the Chargee's interest is endorsed upon each Insurance Policy maintained by it or any person on its behalf in accordance with paragraph 9.1 of this 0 of Schedule 2 and that the terms of each such Insurance Policy require the insurer not to invalidate the policy as against the Chargee by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Chargee.

10 INSURANCE PREMIUMS

The Chargor shall:

- 10.1.1 promptly pay all premiums in respect of each Insurance Policy and do all other things necessary to keep that policy in full force and effect; and
- 10.1.2 (if the Chargee so requires) give to the Chargee copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy.

11 NO INVALIDATION OF INSURANCE

The Chargor shall not do or omit to do, or permit to be done or omitted, anything that may invalidate or otherwise prejudice any Insurance Policy.

12 PROCEEDS FROM INSURANCE POLICIES

- 12.1 All monies paid to or for the benefit of the Chargor under any Insurance Policy in relation to the Charged Property at any time which relate directly to the Charged Property (whether or not the security constituted by this deed has become enforceable) shall, prior to an Event of Default and if reasonably requested by the Chargee, be applied in making good or recouping expenditure in respect of the loss or damage to the Charged Property for which such monies are received or, after the security constituted by this deed has become enforceable and if the Chargee acting reasonably so directs, in or towards discharge or reduction of the Secured Liabilities.

- 12.2 After the occurrence of an Event of Default, all such monies shall:

- 12.2.1 be paid immediately to the Chargee;
- 12.2.2 if they are not paid directly to the Chargee by the insurers, be held, pending such payment, by the Chargor as trustee of the same for the benefit of the Chargee; and
- 12.2.3 at the option of the Chargee, be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or in or towards discharge or reduction of the Secured Liabilities.

13 LEASES AND LICENCES AFFECTING THE PROPERTY

- 13.1 Subject to paragraph 13.2 and 13.3 the Chargor shall not, without the prior written consent of the Chargee:
 - 13.1.1 grant any licence or tenancy affecting the whole or any part of the Charged Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925;

- 13.1.2 grant any consent or licence under any licence or tenancy affecting the Charged Property;
 - 13.1.3 accept the surrender of or surrender any legal or equitable estate or interest in the whole or any part of the Charged Property (or agree to accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property); or
 - 13.1.4 dispose of any legal or equitable estate or interest in the whole or any part of the Property (or agree to dispose of any legal or equitable estate or interest in the whole or any part of the Charged Property) or let any person into occupation of or share occupation of the whole or any part of the Charged Property.
- 13.2 The Chargor will not unreasonably withhold or delay its consent to the granting of any tenancies, easements or wayleaves or any other matter referred to in paragraph 13.1 or elsewhere in this schedule where the same are granted or undertaken in furtherance of the Chargor's normal business activities as carried out at the Development Site.
- 13.3 The Chargee shall (notwithstanding the provisions of paragraph 13.1 or any other provisions of this schedule) be entitled to do the following:-
- 13.3.1 grant any licences or tenancies on arm's length terms to an unrelated third party PROVIDED THAT a copy of the proposed licence or tenancy is given to the Chargee not less than 5 Business Days before the licence or tenancy is entered into;
 - 13.3.2 grant any consent, or licence or permission under any licence or tenancy where the same is granted on arm's length terms to an unrelated third party PROVIDED THAT a copy of the proposed consent or licence or permission is given to the Chargee not less than 5 Business Days before the consent or licence or permission is given or entered into;
 - 13.3.3 make a disposal or accept a surrender on arm's length terms; or
 - 13.3.4 observe and perform any contractual obligation in existence at the date of this deed.

14 **NO RESTRICTIVE OBLIGATIONS**

The Chargor shall not, without the prior written consent of the Chargee, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Charged Property.

15 **PROPRIETARY RIGHTS**

The Chargor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Charged

Property, without the prior written consent of the Chargee (not to be unreasonably withheld or delayed) except where permitted elsewhere in this deed.

16 COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS

- 16.1 The Chargor shall (unless a departure has been approved by the Chargee (such approval not to be unreasonably withheld or delayed)) observe and perform all material covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject;
- 16.2 The obligation referred to in paragraph 16.1 shall not extend to any covenants, stipulations or conditions of which the Chargor is, at the date hereof, in breach.

17 NOTICES OR CLAIMS RELATING TO THE PROPERTY

17.1 The Chargor shall:

17.1.1 give full particulars to the Chargee of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a Notice) that specifically applies to the Charged Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and

17.1.2 (if the Chargee reasonably so requires) immediately, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Chargee in making, such objections or representations in respect of any such Notice as the Chargee thinks fit.

- 17.2 The Chargor shall give full particulars to the Chargee of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Charged Property.

18 PAYMENT OF OUTGOINGS

The Chargor shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Property or on its occupier.

19 RENT REVIEWS

The Chargor shall, if the Charged Property is subject to any Occupational Lease, implement any upwards rent review provisions and shall not, without the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed), agree to any change in rent to less than the open market rental value of the relevant part of the Property (such consent not to be unreasonably withheld or delayed).

20 ENVIRONMENT

- 20.1 The Chargor shall in respect of the Charged Property:

20.1.1 comply in all material respects with all the requirements of Environmental Law; and

20.1.2 obtain and comply in all material respects with all Environmental Licences.

21 **INSPECTION**

The Chargor shall permit the Chargee and any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior written notice subject to being accompanied by the Chargor or one of its representatives.

Part 3

Deemed Consent

Nothing in this schedule (or elsewhere in this deed) shall prevent nor restrict the granting by the Chargor of tenancies, easements, wayleaves, licences, permissions or consents or the carrying out of works where the same are given or entered in to or carried out in the furtherance of the Chargor's normal business activities as carried out at the Property and/or Development Site and the Chargee shall be deemed to consent to all such activities and shall, upon reasonable request, confirm such consent.

EXECUTED as a DEED by BARKING)
RIVERSIDE LIMITED acting by)
FIONA DUNCAN , a director,)
in the presence of)

Fiona Duncan

Witness signature:

Liana Helson

Witness name:
(block capitals)

LIANA HELSON

Witness address:

BLP LLP

ADELAIDE HOUSE

LONDON BRIDGE

LONDON EC4A 3DF

Witness occupation:

SOLICITOR

EXECUTED as a DEED by BELLWAY)
HOMES LIMITED acting by)
 , a director,)
in the presence of)

Witness signature:

Witness name:
(block capitals)

Witness address:

Witness occupation:

EXECUTED as a DEED by BARKING)
RIVERSIDE LIMITED acting by)
 , a director,)
in the presence of)


Witness signature: _____

Witness name: _____
(block capitals)

Witness address: _____

Witness occupation: _____

EXECUTED as a DEED by BELLWAY)
HOMES LIMITED acting by)
John Watson , a director,)
in the presence of)



Witness signature: _____

Witness name: _____
(block capitals)

Witness address: _____


LINDSEY ROBERTSON

Bellway Plc
Seaton Burn House
Dudley Lane
Seaton Burn
Newcastle upon Tyne
NE13 6BE

Witness occupation: _____

Legal secretary