Case Reference No: 3643173-7683780 SPC
566 Amended

This Legal Charge

made the day of [illegible] 20

Between (1) Frank Hayes 5 Sandringham Place Lodge Moor Sheffield
and
Hornbuckle Mitchell Trustees Limited Cotton Court Middlewich Road Holmes Chapel Cheshire

as Trustees of the SMC Limited SSAS

("the Principal Debtor")

(2) Frank Hayes 5 Sandringham Place Lodge Moor Sheffield
and
Hornbuckle Mitchell Trustees Limited Cotton Court Middlewich Road Holmes Chapel Cheshire

as Trustees of the SMC Limited SSAS

Frank Hayes 5 Sandringham Place Lodge Moor Sheffield

Susan Hayes Coach House Church Lane Aston Sheffield

Sheffield Motorcycle Centre (Holdings) Ltd 3 Saville Street Sheffield South Yorkshire

("the Mortgagor")

(3) Frank Hayes 5 Sandringham Place Lodge Moor Sheffield
Hornbuckle Mitchell Trustees Limited Cotton Court Middlewich Road Holmes Chapel Cheshire

("the Trustee")

and (4) **Barclays Bank PLC**

("the Bank")

Witnesses and it is agreed and declared as follows:-

1. (A) The Principal Debtor hereby covenants with the Bank that the Principal Debtor will on demand in writing made to the Principal Debtor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Principal Debtor

(B) The Mortgagor hereby covenants with the Bank that the Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Mortgagor

in each case whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping their respective accounts and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder and on such demand the Principal Debtor or (as the case may be) the Mortgagor will retire all bills or notes which may for the time being be under discount with the Bank and to which he is a party whether as drawer acceptor maker or indorser without any deduction whatsoever.

2. The Trustee, by direction of the Mortgagor, with limited title guarantee hereby charges by way of legal mortgage and the Mortgagor with limited title guarantee hereby charges and confirms unto the Bank ALL THAT the property referred to in the schedule hereto ("the Mortgaged Property") and all the interest of the Mortgagor therein with the payment or discharge of all money and liabilities hereby covenanted to be paid or discharged whether by the Principal Debtor or by the Mortgagor but the covenants by the Trustee implied by section 28(1) of the Land Registration Act 1925 are not to be implied..

3. A demand for payment or any other demand or notice under this security may be made or given by any manager or officer of the Bank or of any branch thereof by letter addressed to the Principal Debtor or (as the case may require) the Mortgagor and sent by post to or left at his respective last known place of business or abode or at the option of the Bank in the case of a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.

4. During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Trustee without the previous consent in writing of the Bank nor shall section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages apply to this security.

5. Section 103 of the said Act shall not apply to this security but the statutory power of sale shall as between the Bank and a purchaser from the Bank arise on and be exercisable at any time after the execution of this security provided that the Bank shall not exercise the said power of sale until payment of the moneys hereby secured has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.

6. (a) At any time after the Bank shall have demanded payment of any moneys hereby secured or if requested by the Mortgagor the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be receiver and manager or receivers and managers ("the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Mortgaged Property.

(b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment of this Legal Charge (including the power of attorney contained in Clause 6(g) hereof) or otherwise to be done by the Receiver may be done by any one or more of them unless the Bank shall in such appointment specify to the contrary.

(c) The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

(d) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Bank's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely:-

(i) to take possession of collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as he shall think fit;

(ii) to commence and/or complete any building operations on the Mortgaged property or any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit;

(iii) to raise money from the Bank or others on the security of the Mortgaged Property or otherwise:

(iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit;

(v) if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Bank on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Bank in such form as it may require;

(vi) to sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders or leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and the Trustee or either of them or otherwise and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit;

(vii) to make any arrangement or compromise which the Bank or he shall think fit;

(viii) to make and effect all repairs improvements and insurances;

(ix) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;

(x) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;

PROVIDED NEVERTHELESS THAT the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as the Bank shall in writing exclude the same whether in or at the time of his appointment or subsequently.

(e) The statutory powers of sale leasing and accepting surrenders exercisable by the Bank hereunder are hereby extended so as to authorise the Bank whether in its own name or in that of the Mortgagor and the Trustee or either of them or otherwise to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and the Trustee or either of them or otherwise and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Bank in its absolute discretion shall think fit.

(f) In no circumstances shall the Bank be liable to account to the Mortgagor or the Trustee as a mortgagee in possession or otherwise for any moneys not actually received by the Bank.

(g) Each of them the Mortgagor and the Trustee hereby irrevocably appoints the Bank and the Receiver jointly and also severally the Attorney and Attorneys of the Mortgagor and the Trustee respectively for him and in his name and on his behalf and as his act and deed or otherwise to sign seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid.

(h) All powers of the Receiver hereunder may be exercised by the Bank whether as attorney of the Mortgagor and the Trustee or either of them or otherwise.

7. The Mortgagor hereby covenants with the Bank that during the continuance of this security the Mortgagor or the Trustee will keep all buildings now or for the time being subject to this security

insured against loss or damage by fire and such other risks as the Bank may from time to time require to the full replacement value thereof with an insurance office or underwriters approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Trustee and/or the Mortgagor and the Bank and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Bank the policies of such insurance and the receipts for such payments And will keep all buildings now or for the time being subject to this security in good repair And will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property And at any time after payment of the moneys hereby secured has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Bank may as the case may be insure and keep insured the said buildings in any sum which the Bank may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) And all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank.

8. All moneys received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Trustee and/or the Mortgagor in pursuance of the Mortgagor's obligation under the covenant in that behalf contained in clause 7 hereof or independently of or otherwise than in pursuance of such obligation) shall as the Bank requires either be applied in making good the loss or damage in respect of which the moneys are received or be paid to the Bank in or towards payment of the moneys for the time being hereby secured or such part or parts thereof as the Bank may require.

9. All costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all moneys expended by the Bank under clause 7 hereof and all costs of the Bank or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the moneys hereby secured or arising out of or in connection with the acts authorised by clause 6 hereof (and so that any taxation of the Bank's costs charges and expenses shall be on a full indemnity basis) shall be recoverable as far as they relate to the liabilities of the Principal Debtor from the Principal Debtor and as far as they relate to the liabilities of the Mortgagor from the Mortgagor as a debt and may be debited to any account of the Principal Debtor or of Mortgagor as the case may be and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may have or but for the said charge would have for the moneys hereby secured or any part thereof.

10. The Bank shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Principal Debtor or the Mortgagor by the Bank or on which the Principal Debtor or the Mortgagor shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Bank in its absolute discretion shall think fit without releasing the Principal Debtor or the Mortgagor or affecting their respective liability under these presents or the security hereby created.

11. This security shall (subject to the provisions of clause 19(b) hereof) be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Bank prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time hereafter hold in respect of the moneys hereby secured or any of them or any part thereof respectively.

12. The Bank shall on receiving notice that the Trustee or the Mortgagor has incumbered or disposed of the Mortgaged Property or any part thereof or any interest therein or on the expiration of written notice given under the provisions of clause 19(b) hereof be entitled to close then current account or accounts of the Principal Debtor and the Mortgagor or either of them and to open a new account or accounts with either or both of them and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Mortgagor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor or the Principal Debtor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor or from the Principal Debtor to the Bank at the time when it received such notice.

13. At any time after payment of the moneys hereby secured has been demanded and any part thereof remains unpaid the Bank may as agent of the Mortgagor remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Bank shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Bank.

14. The Mortgagor hereby covenants with the Bank to pay any sums which may become payable by the Mortgagor under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 or any other statute for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Bank may pay the said sum or discharge any charge created in pursuance of such statute for securing the same and any moneys paid by the Bank under this clause shall be deemed to be expenses properly incurred by the Bank hereunder.

15. The Trustee and the Mortgagor hereby jointly and severally covenant with the Bank that:-

(a) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1986 to 2002 no person shall during the continuance of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Bank;

(b) upon any such registration the Trustee or the Mortgagor will forthwith deliver to the Bank all Land Certificates relating to the Mortgaged Property unless such certificates are deposited with the Land Registry.

16. Any party hereto which is a company certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association.

17. The Mortgaged Property shall not be released by time being given to the Principal Debtor or by any arrangement in relation to other securities or by any act matter or thing whether occurring before or after demand whereby the same might have been released (except an express release duly executed by or on behalf of the Bank) and any money which may not be otherwise recoverable hereunder by reason of any legal limitation disability or incapacity on or of the Principal Debtor shall nevertheless be recoverable from the Mortgaged Property as though such moneys had been advanced to the Mortgagor and as if the Mortgagor were the sole or principal debtor in respect thereof and this charge had secured such indebtedness.

18. In the event of the bankruptcy or winding-up or any arrangement with the creditors of the Principal Debtor:

(a) any money hereby secured shall be deemed to continue due and owing to the Bank until the same are actually paid;

(b) the Mortgagor shall not until the Bank has been fully repaid be entitled to participate in any other security held by the Bank or in money received by the Bank on account of money due from the Principal Debtor;

(c) any dividends or payments received by the Bank shall be taken and applied as payments in gross and shall not prejudice the right of the Bank to recover out of the Mortgaged Property all the money hereby secured;

(d) the Bank shall be entitled to prove for the full amount of the claim of the Bank and to retain the whole of the dividends to the exclusion of the rights (if any) of the mortgagor in competition with the Bank until the Bank has been fully repaid.

19. (a) The continuing nature of the security hereby created shall not be determined or affected by notice to the Bank of the death or mental incapacity of the Mortgagor.

(b) So far only as the liabilities of the Principal Debtor are concerned the continuing nature of the security hereby created may be determined at the expiration of three calendar months after the receipt by the Bank from the Mortgagor of notice in writing to determine it and the amount hereby secured in respect of such liabilities shall on the expiration of such notice be crystallised except as regards unascertained or contingent liabilities and additional sums for interest costs and expenses.

20. As between the Principal Debtor on the one hand and the Mortgagor and the Mortgaged property on the other hand the Principal Debtor shall be primarily liable for the payment of the money hereby covenanted to be paid by the Principal Debtor but this provision shall not affect the Bank or in any way preclude the Bank from enforcing or having recourse to all or any remedies or means for recovering payment thereof which may be available under these presents or otherwise at such times and in such order and manner as the Bank shall think fit.

21. In these presents where the context so admits the expression "the Principal Debtor" shall include his personal representatives the expression "the Trustee" shall include persons deriving title under the Trustee the expression "the Mortgagor" shall include persons deriving title under the Mortgagor or entitled to redeem this security and the expression "the Bank" shall include persons deriving title under the Bank and any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

22. If "the Principal Debtor" "the Trustee" or "the Mortgagor" shall consist of two or more parties such respective expressions shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants charges agreements and undertakings herein expressed or implied on the part of the Mortgagor shall be deemed to be joint and several covenants charges agreements and undertakings by such parties And in particular this security and the covenants contained in clause 1 hereof and the remaining covenants charges agreements and undertakings by the Principal Debtor and the Mortgagor respectively herein contained shall extend and apply to any money owing or liabilities incurred by any of the parties comprised in such respective expressions to the Bank whether solely or jointly with each other or with any other person and references to the Principal Debtor or the Mortgagor in relation to the retirement of bills and in clauses 3, 9, 10, 12, 17, 18 and 19 shall mean and include any one or more of the parties comprised in such respective expressions as well as such parties jointly .

23. Notwithstanding anything contained herein to the contrary it is hereby expressly agreed and declared that the security hereby constituted shall be enforceable only in respect of the liabilities of the Principal Debtor to the Bank under the terms of two facility letters dated the 22nd day of November 2007 copies of which are annexed hereto or any subsequent renewal or replacement thereof.

24.1. In this clause the 'Act' shall mean the Land Registration Act 2002 and any statutory modification, re-enactment, statutory instrument, rules, laws, by-laws, regulations, orders or directives enacted thereunder for the time being in force.

24.2. The Mortgagor and the Principal Debtor and the Trustee confirm and undertake that:

24.2.1. They are aware that under the Act this Legal Charge (including any attachments and other documents) are available for inspection by any person upon application to the H M Land Registry; and

24.2.2. The Bank shall not be required to apply to the H M Land Registry for this Legal Charge (or any attachment or other documents) to be exempt from disclosure under the Act; and

24.2.3 The Bank shall be advised of any application by any party hereto of any application made to the H M Land Registry for this Legal Charge (or any attachment or other documents) to be exempt from disclosure under the Act together with the outcome of any such application.

25. Notwithstanding anything contained herein to the contrary it is hereby expressly agreed and declared that the Bank's right of recovery out of the share of the mortgaged property and the net rents and profits till sale of the Mortgaged Property shall be limited to the Principal Debtor's fifty five percent share in the Mortgaged Property but so that the aforementioned limitation shall not affect or limit the personal liability of the Principal Debtor for all moneys and liabilities from time to time owing or incurred by the Principal Debtor to the Bank.

26. Notwithstanding anything contained herein to the contrary it is hereby expressly agreed and declared that the security hereby constituted shall be enforceable only in respect of moneys and liabilities hereby covenanted to be paid by the Principal Debtor together with interest thereon commission costs charges and expenses relating thereto.

27. The Mortgagor and each and every one of them hereby covenant that they will not transfer or otherwise dispose of their respective beneficial shares in the Mortgaged Property other than with the prior written consent of the Bank.

28. Provided however that the liabilities of Hornbuckle Mitchell Trustees Limited shall not be personal but shall be limited to the extent of the assets of the trust, but without prejudice to the full personal joint and several liability of the other parties to the account.

In Witness whereof the Principal Debtor the Trustee and the Mortgagor have executed these presents as a deed the day and year first above written.

The Schedule above referred to

The Freehold and Leasehold properties known as or being 35-59 Walker Street, Sheffield

comprised in the document(s) particulars of which are set out below:-

Complete if title is not registered at time of Charge

Date	Description (Conveyance, Lease, Assignment, Mortgage, Assent, etc.)	Parties

Complete if title is registered at time of Charge

Land Certificate(s) Title No.(s)	Administrative area

★WARNING★
This security covers the liabilities of somebody else. If they do not repay, the Bank may sell the charged asset. You are STRONGLY RECOMMENDED to seek independent legal advice before signing.

SIGNED as a deed by the above named

Frank Hayes

In the presence of

SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS

OCCUPATION

SIGNED as a deed by the above named

Susan Hayes

In the presence of

SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS

OCCUPATION

Either

The Common Seal of Hornbuckle Mitchell Trustees Limited
was hereunto affixed in pursuance of a Resolution of its
Board of Directors in the presence of

Director

Director/Secretary

Company's Registered Number 2741578

Or

Executed as a deed by Hornbuckle Mitchell Trustees Limited

Director

Director/~~Secretary~~

Company's Registered Number 2741578

Either

The Common Seal of Sheffield Motorcycle Centre (Holding) Ltd
was hereunto affixed in pursuance of a Resolution of its
Board of Directors in the presence of

Director

Director/Secretary

Company's Registered Number 6420631

Or

Executed as a deed by Sheffield Motorcycle Centre (Holding) Ltd

Director

Director/Secretary

Company's Registered Number 6420631

The address of the Bank for service is:

UK Banking Service Centre, P.O. Box No. 299, Birmingham, B1 3PF

The following parties acknowledge receipt of a copy of this legal charge

For use only in the case of unregistered land

Receipt pursuant to Section 115 of the Law of Property Act 1925

BARCLAYS BANK PLC hereby acknowledges this

day of

that it received the balance of the moneys (including interest and costs) secured by the within written Deed the payment having been made by*

* Insert "the within named Principal Debtor" or "the within named Mortgagor" as the case may be

with intent to discharge the same and revest the Mortgaged Property in the within named Trustee and the within named Mortgagor for their respective estates and interests.

For and on behalf of Barclays Bank PLC

____
(A Manager)

BARCLAYS

Business Banking
Lending Operations
PO Box 13699
Camden House East
Parade
Birmingham
B2 2FS

www.barclays.com

22 November 2007

PRIVATE & CONFIDENTIAL
Mr F Hayes And Hornbuckle Mitchell Trustees Limited The SMC Limited SSAS
3 Savile Street
Sheffield
S4 7TQ

Reference S/R - 1-101190384

Dear Sirs

LOAN OFFER TO MR FRANK HAYES AND HORNBUCKLE MITCHELL TRUSTEES LIMITED AS TRUSTEES OF THE SMC LIMITED SSAS (the "Borrower").

1. **Purpose**

1.1. We are pleased to offer you a loan to assist with the refurbishment of 35 – 39 Walker Street, Sheffield.

1.2. The terms of the loan are set out below. To take up the loan please complete and sign the Acceptance at the end of the letter and return it by 15th December 2007 after which this offer will lapse. Throughout this letter all references to "you" and "your" mean the Borrower and all references to "we", "us" and "our" means Barclays Bank PLC and anybody else who has the right to receive repayment of the loan from time to time. For the purposes of paragraph 13(f) and paragraph 13(g) "you" and "your" shall mean the Borrower and Sheffield Motorcycle centre (Holding) Ltd and Frank Hayes and Susan Hayes.

1.3. In this letter, "The Pension Scheme" means the personal pension scheme (within the meaning of section 630 of the Income and Corporation Taxes Act 1988) established by a Trust Deed dated 11th October 2007 made between Mr Frank Hayes and Hornbuckle Mitchell Trustees Limited and the Rules defined in and annexed thereto.

2. **The amount of the loan**

The maximum amount you may borrow on this loan is £150,000.

3. **When you can take up the loan**

3.1. Before you can take up the loan, you must comply with the conditions detailed in this letter. In particular, you must confirm to us that none of the events which allow us to ask for immediate repayment of the loan are occurring.

BARCLAYS

3.2. You may take up the loan at any time up to 31st December 2007 and any amount not borrowed by this date will be cancelled automatically.

4. Final repayment of the loan

You shall repay the loan, interest and any other amounts due in full, 20 years from the date when you take up all or the first part of your loan.

5. Repayment of the loan

5.1. You shall repay the loan by 240 equal instalments of £1,235.05 by monthly throughout this period.

5.2. Your first repayment will be due 1 month from first drawdown.

5.3. Your repayment will be due even if you have not taken up the loan in full. If you have not taken up the loan in full the repayment will be adjusted to reflect the fact that the loan is smaller. If an adjustment is necessary the repayment(s) will be amended automatically and we will notify you immediately.

5.4 You authorise us to debit all repayment instalment(s) to your Current account and you must have sufficient funds or facilities to meet them.

6. Your interest charges

6.1. The interest rate charged on your loan is a margin of 1.950% over Barclays Base Rate which is currently 5.750%. Interest is calculated on the balance outstanding each day (including any interest charges applied to the loan) using a 365 day year as the basis of daily calculation.

6.2. Barclays Base Rate may change during the life of the loan and if it does the amount of interest you pay will change. We will review the level of your repayments at least once a year to ensure the loan and interest will be repaid over the agreed period. If an adjustment is necessary the repayments will be amended automatically and we will notify you accordingly.

6.3 The interest owing will be charged to your Loan account payable quarterly on our normal charging dates and you must have sufficient available funds or facilities to meet this.

6.4 If you fail to pay any money when it is due, we may increase the interest rate charged on that overdue sum by a further 1% per annum, from the date you failed to pay.

6.5 Should you wish to consider changing the basis on which we calculate the interest on your loan to a fixed rate of interest, please contact us.

7. Early repayment of your loan

7.1. You may repay all or part of the loan at any time. Any repayment is permanent and cannot be redrawn.

7.2. A fee of 1% of amounts repaid early will be payable at the time of early repayment (unless we are prevented from doing so by any statutory, regulatory or contractual requirement).

1-108662

7.3. If you repay the loan early in part then the accrued interest on the amount repaid will be paid on the next charging date.

7.4 If you repay the loan early in full then the accrued interest on the amount repaid will be paid at the time of early repayment.

8. Our fee for arranging this loan

8.1. The fee for arranging this loan is £1,500. You shall pay it when you take up the loan and it will be debited to your Loan account.

9. Security for the loan

9.1. The security for the loan and any other amounts owing to us shall be a first legal mortgage over the freehold and leasehold property known as 35 – 39 Walker Street, Sheffield on our standard form (the "Legal Charge").

9.2 We will also rely on any other security and/or guarantees that we presently hold and/or are given to us now or in the future for the Borrower. We may from time to time require any security to be professionally valued, and in any event every three years. This would be at your expense.

10. Information relating to the Pension Scheme and the Borrower

10.1 You shall deliver to us at such time as they are prepared (whether to comply with the then current legal, regulatory or auditing requirements or not) the following documents in relation to the Pension Scheme:

- the governing documentation;
- any documents amending that governing documentation; and
- any reports or notifications in relation to the Borrower made to the Pension Regulator.

10.2 Details of any material litigation or other proceedings against the Borrower (including any proceedings concerned with your liability for contamination or pollution) should be provided to us as soon as you propose to start or become aware of such litigation or proceedings.

11. Conditions specific to your loan agreement with us

11.1. The amount of your loan as a percentage of the value of the security

You undertake that the loan shall not at any time exceed 75% of the aggregate value (as determined from time to time by us or, at your expense, by professional valuers acceptable to us on such basis as we may require) of each freehold and leasehold property charged to us as security for the loan.

11.2. Amount of Rental Income

We use a ratio of Net Rental Income to Debt Service to calculate your ability to meet interest and capital repayments, where:

1-100062

BARCLAYS

Net Rental Income is calculated by reference to the gross rent earned from the property charged to us as security less any costs relating to the management and maintenance of the property.

Debt Service is the total of:

- Interest payable or capitalised under the loan
- Repayments falling due (whether or not made) in respect of the loan

During each 12 month period commencing on the anniversary of drawdown of the loan

You undertake that Net Rental Income to Debt Service will always be more than 1.2:1.

11.3. **The amount of your loan as a percentage of the value of the assets of the Pension Scheme**

You undertake that the loan shall not at any time exceed 50% of the aggregate value of the assets of the Pension Scheme.

11.4. Drawdown of funds is to be against monitoring surveyor reports.

12. **Pensions notifications**

You undertake to provide us immediately with the relevant information in the event of any of the following occurrences in relation to the Borrower:

(a) any claims, proceedings, disputes or actions (including complaints to the Pensions Ombudsman or investigations by the Pensions Regulator or Her Majesty's Revenue and Customs) are brought or threatened (other than routine claims for benefits) or any circumstances arise which might give rise to any such claim or action;

(b) the Pensions Regulator issues any notice, injunction or interdict, makes any order, imposes any fine or penalty or otherwise exercises any of its powers (other than routine requests for information);

(c) a person is obliged to make a report to the Pensions Regulator under section 70 of the Pensions Act 2004;

(d) the Pension Scheme enters winding-up;

(e) Her Majesty's Revenue and Customs withdraws the registration of the Pension Scheme; and

(f) a scheme sanction charge or a penalty arises under the Finance Act 2004.

For the purposes of this letter:

(i) the Pensions Regulator is the body corporate established under section 1 of the Pensions Act 2004; and

(ii) the Pensions Ombudsman is the person appointed as the Pensions Ombudsman under section 145 of the Pension Schemes Act 1993 or as a Deputy Pensions Ombudsman under section 145A of that Act.

1-108062

BARCLAYS

13. **When we can ask for immediate repayment of the loan**

We have the right to ask for immediate repayment of the whole of your outstanding loan, any other amounts due and any costs incurred by us in obtaining repayment in any of the following circumstances:

(a) you fail to make any of the repayments of the loan or any interest or other payments which are due; or

(b) you breach any term or condition of the loan or any supporting security; or

(c) you are, or are likely to be, unable to pay your debts when you are due to pay them, or any step is taken by you or your creditors under any insolvency law or any creditor attempts to enforce security; or

(d) we receive notice to terminate any guarantee given to us in respect of the loan; or

(e) if any security we hold for your liabilities is shown to be defective for any reason; or

(f) you fail to make agreed repayments for any of your obligations, including amounts you owe to other organisations; or

(g) you breach any term or condition of any other loan or facility provided by us or any other organisations; or

(h) you have misrepresented any information which you have provided to us in connection with this loan; or

(i) you lose or do not possess any licence, (including any permit necessary to comply with all environmental laws) or consent which is necessary to carry on your business or to comply with your contractual obligations; or

(j) any material litigation or other proceedings (including any proceedings concerned with your liability for contamination or pollution) are threatened against you which might adversely affect your ability to repay the loan or to pay interest on the loan or might adversely affect your or our reputation; or

(k) any of the circumstances set out in paragraph 12.

14. **When our agreement is needed**

14.1. You must contact us and ask for our written approval (not to be unreasonably withheld or delayed) in any of the following circumstances:

(a) before you dispose of all or a substantial proportion of your assets;

(b) before you make a significant change in your nature, constitution, management or ownership;

(c) before you provide any form of charge, assignment or other security over your assets other than to us; or

14.2. If we decide not to give our written approval to any of these circumstances, we can ask for immediate repayment of the loan and all other amounts due.

1-108662

15. **Changes to our circumstances**

If there is any change in any law or regulation or any requirements of any regulatory authority which in our opinion will increase our cost of funding or making available your loan or will reduce the profit we make on your loan, then you will pay us, on our request, the amount that we certify is necessary to compensate us for our increased cost or our reduction of profit.

16. **General conditions**

16.1. If we demand repayment, any money we hold in accounts in your name may be used by us towards repayment of any money you owe us. Interest on the loan will continue to accrue at the applicable rate even if we obtain judgement against you.

16.2. All payments must be made on a day when we are open for business, other than a Saturday and in full in accordance with the terms of this letter and you may not exercise any set off or counterclaim or deduction or withholding. If VAT or other taxes are imposed by law on any amounts due under the loan you must reimburse us with any additional cost or any shortfall we suffer.

16.3. You will reimburse us, at our request, for any amount that we incur as costs, expenses, losses or liability as a result of:

(a) your not taking up the loan after accepting this letter;

(b) your not making a payment or delaying any payment to us;

(c) any of the circumstances set out in paragraphs 13 or 14 occurring.

16.4. You agree that we may without further notice to you transfer by whatever means we consider appropriate all or any of our rights, benefits, obligations, risks and/or interests in respect of the loan and any security for the loan to any person who may enter into a contract with us in connection with the transfer.

16.5. You agree that we may disclose any information, obtained at any time, from whatever source, relating to you, the loan and any security for the loan to:

(a) any of our associated companies;

(b) any credit reference or rating agency;

(c) anyone we consider to be or likely to be involved in a transfer, or possible transfer mentioned in paragraph 16.4; and

(d) anyone who, as part of the transfer arrangements mentioned in paragraph 16.4, needs this information after the transfer has taken place.

16.6. Any notice, request or communication will be sent to you at your address specified at the front of this letter or to such other address as you may notify to us in writing from time to time.

16.7. You may not assign or transfer the loan.

16.8. No one other than you or us can claim any rights under this letter.

16.9. No delay or omission on our part in exercising any right or power in respect of the loan shall impair such right or power, and any single or partial exercise shall not preclude us from any other or further

1~108062

exercise of any such right or power or the exercise of any other right or power. Our rights and remedies in respect of the loan are cumulative and not exclusive of any right or remedy provided by law.

16.10. If the United Kingdom adopts the euro as its currency after the date of this letter, we shall make such changes as we consider are appropriate to reflect the changeover to the euro.

16.11. We are committed to providing a high standard of service. However, if you have any reason to complain, you may do so in person, in writing, by post or e-mail, or by telephone. Details of our complaints handling procedures are available on request from any branch, the Barclays Information Line on 0800 400 100, or at www.Barclays.co.uk.

16.12. The loan and its terms are governed by English law.

16.13. We agree that in the event of any inconsistency or conflict, express or implied, between the provisions of this letter and the provisions of the Legal Charge, the provisions of this letter shall prevail.

17. The liability of Hornbuckle Mitchell Trustees Limited shall not be personal but shall be limited to the extent of the assets of the Trust, but without prejudice to the full personal joint and several liability of the other parties to the account.

18. **Acceptance of the loan**

To accept the terms of the loan please sign the attached copy of this letter and return it to us. Before you sign the letter we recommend that you seek independent advice on the terms of the letter to help you fully understand what the loan involves and the particular consequences and implications for you of agreeing to its terms.

Yours faithfully
For and on behalf of
Barclays Bank PLC

Craig Cartlidge
Relationship Manager
South Yorkshire and Lincolnshire Business Banking Team

Telephone: 07917 200909
E-mail: craig.cartlidge@barclayscorporate.com

1-108662

BARCLAYS

I/We accept the offer on the terms and conditions contained in this letter.

.... Frank Hayes

.... Date

For and behalf of Hornbuckle Mitchell Trustees Limited

.... Authorised Signatory

.... Authorised Signatory

.... Date

BARCLAYS

Business Banking
Lending Operations
PO Box 13699
Camden House East
Parade
Birmingham
B2 2FS

www.barclays.com

22 November 2007

PRIVATE & CONFIDENTIAL
Mr F Hayes And Hornbuckle Mitchell Trustees Limited The SMC Limited SSAS
3 Savile Street
Sheffield
S4 7TQ

Reference S/R - 1-101190384

Dear Sirs

LOAN OFFER TO MR FRANK HAYES AND HORNBUCKLE MITCHELL TRUSTEES LIMITED AS TRUSTEES OF THE SMC LIMITED SSAS (the "Borrower").

1. **Purpose**

1.1. We are pleased to offer you a loan to assist with the purchase of 35 – 39 Walker Street, Sheffield.

1.2. The terms of the loan are set out below. To take up the loan please complete and sign the Acceptance at the end of the letter and return it by 15th December 2007 after which this offer will lapse. Throughout this letter all references to "you" and "your" mean the Borrower and all references to "we", "us" and "our" means Barclays Bank PLC and anybody else who has the right to receive repayment of the loan from time to time. For the purposes of paragraph 13(f) and paragraph 13(g) "you" and "your" shall mean the Borrower and Sheffield Motorcycle Centre (Holding) Ltd and Frank Hayes and Susan Hayes.

1.3. In this letter, "The Pension Scheme" means the personal pension scheme (within the meaning of section 630 of the Income and Corporation Taxes Act 1988) established by a Trust Deed dated 11th October 2007 made between Mr Frank Hayes and Hornbuckle Mitchell Trustees Limited and the Rules defined in and annexed thereto.

2. **The amount of the loan**

The maximum amount you may borrow on this loan is £180,000.

3. **When you can take up the loan**

3.1. Before you can take up the loan, you must comply with the conditions detailed in this letter. In particular, you must confirm to us that none of the events which allow us to ask for immediate repayment of the loan are occurring.

1-10BPZY

H2190 (03/07)

BARCLAYS

3.2. You may take up the loan at any time up to 31st December 2007 and any amount not borrowed by this date will be cancelled automatically.

4. **Final repayment of the loan**

You shall repay the loan, interest and any other amounts due in full, 20 years from the date when you take up all or the first part of your loan.

5. **Repayment of the loan**

5.1. You shall repay the loan by 240 equal instalments of £1,482.05 by monthly throughout this period.

5.2. Your first repayment will be due 1 month from first drawdown.

5.3. Your repayment will be due even if you have not taken up the loan in full. If you have not taken up the loan in full the repayment will be adjusted to reflect the fact that the loan is smaller. If an adjustment is necessary the repayment(s) will be amended automatically and we will notify you immediately.

5.4 You authorise us to debit all repayment instalment(s) to your Current account and you must have sufficient funds or facilities to meet them.

6. **Your interest charges**

6.1. The interest rate charged on your loan is a margin of 1.950% over Barclays Base Rate which is currently 5.750%. Interest is calculated on the balance outstanding each day (including any interest charges applied to the loan) using a 365 day year as the basis of daily calculation.

6.2. Barclays Base Rate may change during the life of the loan and if it does the amount of interest you pay will change. We will review the level of your repayments at least once a year to ensure the loan and interest will be repaid over the agreed period. If an adjustment is necessary the repayments will be amended automatically and we will notify you accordingly.

6.3 The interest owing will be charged to your Loan account payable quarterly on our normal charging dates and you must have sufficient available funds or facilities to meet this.

6.4 If you fail to pay any money when it is due, we may increase the interest rate charged on that overdue sum by a further 1% per annum, from the date you failed to pay.

6.5 Should you wish to consider changing the basis on which we calculate the interest on your loan to a fixed rate of interest, please contact us.

7. **Early repayment of your loan**

7.1. You may repay all or part of the loan at any time. Any repayment is permanent and cannot be redrawn.

7.2. A fee of 1% of amounts repaid early will be payable at the time of early repayment (unless we are prevented from doing so by any statutory, regulatory or contractual requirement).

1-10BPZY

7.3. If you repay the loan early in part then the accrued interest on the amount repaid will be paid on the next charging date.

7.4 If you repay the loan early in full then the accrued interest on the amount repaid will be paid at the time of early repayment.

8. Our fee for arranging this loan

8.1. The fee for arranging this loan is £1,800. You shall pay it when you take up the loan and it will be debited to your Loan account.

8.2. Additionally, the fee for arranging the new security required is £500.

9. Security for the loan

9.1. The security for the loan and any other amounts owing to us shall be a first legal mortgage over the freehold and leasehold property known as 35 – 39 Walker Street, Sheffield on our standard form (the "Legal Charge").

9.2 We will also rely on any other security and/or guarantees that we presently hold and/or are given to us now or in the future for the Borrower. We may from time to time require any security to be professionally valued, and in any event every three years. This would be at your expense.

10. Information relating to the Pension Scheme and the Borrower

10.1 You shall deliver to us at such time as they are prepared (whether to comply with the then current legal, regulatory or auditing requirements or not) the following documents in relation to the Pension Scheme:

- the governing documentation;
- any documents amending that governing documentation; and
- any reports or notifications in relation to the Borrower made to the Pension Regulator.

10.2 Details of any material litigation or other proceedings against the Borrower (including any proceedings concerned with your liability for contamination or pollution) should be provided to us as soon as you propose to start or become aware of such litigation or proceedings.

11. Conditions specific to your loan agreement with us

11.1. The amount of your loan as a percentage of the value of the security

You undertake that the loan shall not at any time exceed 75% of the aggregate value (as determined from time to time by us or, at your expense, by professional valuers acceptable to us on such basis as we may require) of each freehold and leasehold property charged to us as security for the loan.

11.2. Amount of Rental Income

We use a ratio of Net Rental Income to Debt Service to calculate your ability to meet interest and capital repayments, where:

1-10BPZY

BARCLAYS

Net Rental Income is calculated by reference to the gross rent earned from the property charged to us as security less any costs relating to the management and maintenance of the property.

Debt Service is the total of:

- Interest payable or capitalised under the loan
- Repayments falling due (whether or not made) in respect of the loan

During each 12 month period commencing on the anniversary of drawdown of the loan

You undertake that Net Rental Income to Debt Service will always be more than 1.2:1.

11.3. **The amount of your loan as a percentage of the value of the assets of the Pension Scheme**

You undertake that the loan shall not at any time exceed 50% of the aggregate value of the assets of the Pension Scheme.

11.4. Upon purchase of the property of 35-39 Walker Street, Sheffield, a lease is to be put in place in a format acceptable to the Bank for a minimum term no less than the term of this loan.

12. **Pensions notifications**

You undertake to provide us immediately with the relevant information in the event of any of the following occurrences in relation to the Borrower:

(a) any claims, proceedings, disputes or actions (including complaints to the Pensions Ombudsman or investigations by the Pensions Regulator or Her Majesty's Revenue and Customs) are brought or threatened (other than routine claims for benefits) or any circumstances arise which might give rise to any such claim or action;

(b) the Pensions Regulator issues any notice, injunction or interdict, makes any order, imposes any fine or penalty or otherwise exercises any of its powers (other than routine requests for information);

(c) a person is obliged to make a report to the Pensions Regulator under section 70 of the Pensions Act 2004;

(d) the Pension Scheme enters winding-up;

(e) Her Majesty's Revenue and Customs withdraws the registration of the Pension Scheme; and

(f) a scheme sanction charge or a penalty arises under the Finance Act 2004.

For the purposes of this letter:

(i) the Pensions Regulator is the body corporate established under section 1 of the Pensions Act 2004; and

(ii) the Pensions Ombudsman is the person appointed as the Pensions Ombudsman under section 145 of the Pension Schemes Act 1993 or as a Deputy Pensions Ombudsman under section 145A of that Act.

BARCLAYS

13. **When we can ask for immediate repayment of the loan**

We have the right to ask for immediate repayment of the whole of your outstanding loan, any other amounts due and any costs incurred by us in obtaining repayment in any of the following circumstances:

(a) you fail to make any of the repayments of the loan or any interest or other payments which are due; or

(b) you breach any term or condition of the loan or any supporting security; or

(c) you are, or are likely to be, unable to pay your debts when you are due to pay them, or any step is taken by you or your creditors under any insolvency law or any creditor attempts to enforce security; or

(d) we receive notice to terminate any guarantee given to us in respect of the loan; or

(e) if any security we hold for your liabilities is shown to be defective for any reason; or

(f) you fail to make agreed repayments for any of your obligations, including amounts you owe to other organisations; or

(g) you breach any term or condition of any other loan or facility provided by us or any other organisations; or

(h) you have misrepresented any information which you have provided to us in connection with this loan; or

(i) you lose or do not possess any licence, (including any permit necessary to comply with all environmental laws) or consent which is necessary to carry on your business or to comply with your contractual obligations; or

(j) any material litigation or other proceedings (including any proceedings concerned with your liability for contamination or pollution) are threatened against you which might adversely affect your ability to repay the loan or to pay interest on the loan or might adversely affect your or our reputation; or

(k) any of the circumstances set out in paragraph 12.

14. **When our agreement is needed**

14.1. You must contact us and ask for our written approval (not to be unreasonably withheld or delayed) in any of the following circumstances:

(a) before you dispose of all or a substantial proportion of your assets;

(b) before you make a significant change in your nature, constitution, management or ownership;

(c) before you provide any form of charge, assignment or other security over your assets other than to us; or

14.2. If we decide not to give our written approval to any of these circumstances, we can ask for immediate repayment of the loan and all other amounts due.

1-108PZY

BARCLAYS

15. **Changes to our circumstances**

If there is any change in any law or regulation or any requirements of any regulatory authority which in our opinion will increase our cost of funding or making available your loan or will reduce the profit we make on your loan, then you will pay us, on our request, the amount that we certify is necessary to compensate us for our increased cost or our reduction of profit.

16. **General conditions**

16.1. If we demand repayment, any money we hold in accounts in your name may be used by us towards repayment of any money you owe us. Interest on the loan will continue to accrue at the applicable rate even if we obtain judgement against you.

16.2. All payments must be made on a day when we are open for business, other than a Saturday and in full in accordance with the terms of this letter and you may not exercise any set off or counterclaim or deduction or withholding. If VAT or other taxes are imposed by law on any amounts due under the loan you must reimburse us with any additional cost or any shortfall we suffer.

16.3. You will reimburse us, at our request, for any amount that we incur as costs, expenses, losses or liability as a result of:

(a) your not taking up the loan after accepting this letter;

(b) your not making a payment or delaying any payment to us;

(c) any of the circumstances set out in paragraphs 13 or 14 occurring.

16.4. You agree that we may without further notice to you transfer by whatever means we consider appropriate all or any of our rights, benefits, obligations, risks and/or interests in respect of the loan and any security for the loan to any person who may enter into a contract with us in connection with the transfer.

16.5. You agree that we may disclose any information, obtained at any time, from whatever source, relating to you, the loan and any security for the loan to:

(a) any of our associated companies;

(b) any credit reference or rating agency;

(c) anyone we consider to be or likely to be involved in a transfer, or possible transfer mentioned in paragraph 16.4; and

(d) anyone who, as part of the transfer arrangements mentioned in paragraph 16.4, needs this information after the transfer has taken place.

16.6. Any notice, request or communication will be sent to you at your address specified at the front of this letter or to such other address as you may notify to us in writing from time to time.

16.7. You may not assign or transfer the loan.

16.8. No one other than you or us can claim any rights under this letter.

16.9. No delay or omission on our part in exercising any right or power in respect of the loan shall impair such right or power, and any single or partial exercise shall not preclude us from any other or further

1-108PZY

exercise of any such right or power or the exercise of any other right or power. Our rights and remedies in respect of the loan are cumulative and not exclusive of any right or remedy provided by law.

16.10. If the United Kingdom adopts the euro as its currency after the date of this letter, we shall make such changes as we consider are appropriate to reflect the changeover to the euro.

16.11. We are committed to providing a high standard of service. However, if you have any reason to complain, you may do so in person, in writing, by post or e-mail, or by telephone. Details of our complaints handling procedures are available on request from any branch, the Barclays Information Line on 0800 400 100, or at www.Barclays.co.uk.

16.12. The loan and its terms are governed by English law.

16.13. We agree that in the event of any inconsistency or conflict, express or implied, between the provisions of this letter and the provisions of the Legal Charge, the provisions of this letter shall prevail.

17. The liability of Hornbuckle Mitchell Trustees Limited shall not be personal but shall be limited to the extent of the assets of the Trust, but without prejudice to the full personal joint and several liability of the other parties to the account.

18. **Acceptance of the loan**

To accept the terms of the loan please sign the attached copy of this letter and return it to us. Before you sign the letter we recommend that you seek independent advice on the terms of the letter to help you fully understand what the loan involves and the particular consequences and implications for you of agreeing to its terms.

Yours faithfully
For and on behalf of
Barclays Bank PLC

Craig Cartlidge
Relationship Manager
South Yorkshire and Lincolnshire Business Banking Team

Telephone: 07917 200909
E-mail: craig.cartlidge@barclayscorporate.com

1-10BPZY

BARCLAYS

I/We accept the offer on the terms and conditions contained in this letter.

.... Frank Hayes

.... Date

For and behalf of Hornbuckle Mitchell Trustees Limited

.... Authorised Signatory

.... Authorised Signatory

28/11/2007 .... Date

1595 (06/05)

Case Reference No: 3643173-7683778 SPC
566 Amended

This Legal Charge

made the day of Do Not Vacate 20

Between (1) Frank Hayes 5 Sandringham Place Lodge Moor Sheffield

Susan Hayes Coach House Church Lane Aston Sheffield

("the Principal Debtor")

(2) Frank Hayes 5 Sandringham Place Lodge Moor Sheffield
Hornbuckle Mitchell Trustees Limited Cotton Court Middlewich Road Holmes Chapel Cheshire as Trustees of the SMC Limited SSAS.

Frank Hayes 5 Sandringham Place Lodge Moor Sheffield

Susan Hayes Coach House Church Lane Aston Sheffield

Sheffield Motorcycle Centre (Holding) Ltd 3 Saville Street Sheffield South Yorkshire

("the Mortgagor")

(3) Frank Hayes 5 Sandringham Place Lodge Moor Sheffield
Hornbuckle Mitchell Trustees Limited Cotton Court Middlewich Road Holmes Chapel Cheshire as Trustees of the SMC Limited SSAS.

("the Trustee")

and (4) **Barclays Bank PLC**

("the Bank")

Witnesses and it is agreed and declared as follows:-

1. (A) The Principal Debtor hereby covenants with the Bank that the Principal Debtor will on demand in writing made to the Principal Debtor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Principal Debtor

(B) The Mortgagor hereby covenants with the Bank that the Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Mortgagor

in each case whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping their respective accounts and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder and on such demand the Principal Debtor or (as the case may be) the Mortgagor will retire all bills or notes which may for the time being be under discount with the Bank and to which he is a party whether as drawer acceptor maker or indorser without any deduction whatsoever.

2. The Trustee, by direction of the Mortgagor, with limited title guarantee hereby charges by way of legal mortgage and the Mortgagor with limited title guarantee hereby charges and confirms unto the Bank ALL THAT the property referred to in the schedule hereto ("the Mortgaged Property") and all the interest of the Mortgagor therein with the payment or discharge of all money and liabilities hereby covenanted to be paid or discharged whether by the Principal Debtor or by the Mortgagor but the covenants by the Trustee implied by section 28(1) of the Land Registration Act 1925 are not to be implied..

3. A demand for payment or any other demand or notice under this security may be made or given by any manager or officer of the Bank or of any branch thereof by letter addressed to the Principal Debtor or (as the case may require) the Mortgagor and sent by post to or left at his respective last known place of business or abode or at the option of the Bank in the case of a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.

4. During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Trustee without the previous consent in writing of the Bank nor shall section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages apply to this security.

5. Section 103 of the said Act shall not apply to this security but the statutory power of sale shall as between the Bank and a purchaser from the Bank arise on and be exercisable at any time after the execution of this security provided that the Bank shall not exercise the said power of sale until payment of the moneys hereby secured has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.

6. (a) At any time after the Bank shall have demanded payment of any moneys hereby secured or if requested by the Mortgagor the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be receiver and manager or receivers and managers ("the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Mortgaged Property.

(b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment of this Legal Charge (including the power of attorney contained in Clause 6(g) hereof) or otherwise to be done by the Receiver may be done by any one or more of them unless the Bank shall in such appointment specify to the contrary.

(c) The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

(d) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Bank's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely:-

(i) to take possession of collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as he shall think fit;

(ii) to commence and/or complete any building operations on the Mortgaged property or any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit;

(iii) to raise money from the Bank or others on the security of the Mortgaged Property or otherwise:

(iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit;

(v) if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Bank on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Bank in such form as it may require;

(vi) to sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders or leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and the Trustee or either of them or otherwise and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit;

(vii) to make any arrangement or compromise which the Bank or he shall think fit;

(viii) to make and effect all repairs improvements and insurances;

(ix) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;

(x) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;

PROVIDED NEVERTHELESS THAT the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as the Bank shall in writing exclude the same whether in or at the time of his appointment or subsequently.

(e) The statutory powers of sale leasing and accepting surrenders exercisable by the Bank hereunder are hereby extended so as to authorise the Bank whether in its own name or in that of the Mortgagor and the Trustee or either of them or otherwise to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and the Trustee or either of them or otherwise and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Bank in its absolute discretion shall think fit.

(f) In no circumstances shall the Bank be liable to account to the Mortgagor or the Trustee as a mortgagee in possession or otherwise for any moneys not actually received by the Bank.

(g) Each of them the Mortgagor and the Trustee hereby irrevocably appoints the Bank and the Receiver jointly and also severally the Attorney and Attorneys of the Mortgagor and the Trustee respectively for him and in his name and on his behalf and as his act and deed or otherwise to sign seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid.

(h) All powers of the Receiver hereunder may be exercised by the Bank whether as attorney of the Mortgagor and the Trustee or either of them or otherwise.

7. The Mortgagor hereby covenants with the Bank that during the continuance of this security the Mortgagor or the Trustee will keep all buildings now or for the time being subject to this security insured against loss or damage by fire and such other risks as the Bank may from time to time require

to the full replacement value thereof with an insurance office or underwriters approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Trustee and/or the Mortgagor and the Bank and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Bank the policies of such insurance and the receipts for such payments And will keep all buildings now or for the time being subject to this security in good repair And will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property And at any time after payment of the moneys hereby secured has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Bank may as the case may be insure and keep insured the said buildings in any sum which the Bank may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) And all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank.

8. All moneys received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Trustee and/or the Mortgagor in pursuance of the Mortgagor's obligation under the covenant in that behalf contained in clause 7 hereof or independently of or otherwise than in pursuance of such obligation) shall as the Bank requires either be applied in making good the loss or damage in respect of which the moneys are received or be paid to the Bank in or towards payment of the moneys for the time being hereby secured or such part or parts thereof as the Bank may require.

9. All costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all moneys expended by the Bank under clause 7 hereof and all costs of the Bank or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the moneys hereby secured or arising out of or in connection with the acts authorised by clause 6 hereof (and so that any taxation of the Bank's costs charges and expenses shall be on a full indemnity basis) shall be recoverable as far as they relate to the liabilities of the Principal Debtor from the Principal Debtor and as far as they relate to the liabilities of the Mortgagor from the Mortgagor as a debt and may be debited to any account of the Principal Debtor or of Mortgagor as the case may be and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may have or but for the said charge would have for the moneys hereby secured or any part thereof.

10. The Bank shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Principal Debtor or the Mortgagor by the Bank or on which the Principal Debtor or the Mortgagor shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Bank in its absolute discretion shall think fit without releasing the Principal Debtor or the Mortgagor or affecting their respective liability under these presents or the security hereby created.

11. This security shall (subject to the provisions of clause 19(b) hereof) be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Bank prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time hereafter hold in respect of the moneys hereby secured or any of them or any part thereof respectively.

12. The Bank shall on receiving notice that the Trustee or the Mortgagor has incumbered or disposed of the Mortgaged Property or any part thereof or any interest therein or on the expiration of written notice given under the provisions of clause 19(b) hereof be entitled to close then current account or accounts of the Principal Debtor and the Mortgagor or either of them and to open a new account or

accounts with either or both of them and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Mortgagor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor or the Principal Debtor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor or from the Principal Debtor to the Bank at the time when it received such notice.

13. At any time after payment of the moneys hereby secured has been demanded and any part thereof remains unpaid the Bank may as agent of the Mortgagor remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Bank shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Bank.

14. The Mortgagor hereby covenants with the Bank to pay any sums which may become payable by the Mortgagor under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 or any other statute for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Bank may pay the said sum or discharge any charge created in pursuance of such statute for securing the same and any moneys paid by the Bank under this clause shall be deemed to be expenses properly incurred by the Bank hereunder.

15. The Trustee and the Mortgagor hereby jointly and severally covenant with the Bank that:-

(a) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1986 to 2002 no person shall during the continuance of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Bank;

(b) upon any such registration the Trustee or the Mortgagor will forthwith deliver to the Bank all Land Certificates relating to the Mortgaged Property unless such certificates are deposited with the Land Registry.

16. Any party hereto which is a company certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association.

17. The Mortgaged Property shall not be released by time being given to the Principal Debtor or by any arrangement in relation to other securities or by any act matter or thing whether occurring before or after demand whereby the same might have been released (except an express release duly executed by or on behalf of the Bank) and any money which may not be otherwise recoverable hereunder by reason of any legal limitation disability or incapacity on or of the Principal Debtor shall nevertheless be recoverable from the Mortgaged Property as though such moneys had been advanced to the Mortgagor and as if the Mortgagor were the sole or principal debtor in respect thereof and this charge had secured such indebtedness.

18. In the event of the bankruptcy or winding-up or any arrangement with the creditors of the Principal Debtor:

(a) any money hereby secured shall be deemed to continue due and owing to the Bank until the same are actually paid;

(b) the Mortgagor shall not until the Bank has been fully repaid be entitled to participate in any other security held by the Bank or in money received by the Bank on account of money due from the Principal Debtor;

(c) any dividends or payments received by the Bank shall be taken and applied as payments in gross and shall not prejudice the right of the Bank to recover out of the Mortgaged Property all the money hereby secured;

(d) the Bank shall be entitled to prove for the full amount of the claim of the Bank and to retain the whole of the dividends to the exclusion of the rights (if any) of the mortgagor in competition with the Bank until the Bank has been fully repaid.

19. (a) The continuing nature of the security hereby created shall not be determined or affected by notice to the Bank of the death or mental incapacity of the Mortgagor.

(b) So far only as the liabilities of the Principal Debtor are concerned the continuing nature of the security hereby created may be determined at the expiration of three calendar months after the receipt by the Bank from the Mortgagor of notice in writing to determine it and the amount hereby secured in respect of such liabilities shall on the expiration of such notice be crystallised except as regards unascertained or contingent liabilities and additional sums for interest costs and expenses.

20. As between the Principal Debtor on the one hand and the Mortgagor and the Mortgaged property on the other hand the Principal Debtor shall be primarily liable for the payment of the money hereby covenanted to be paid by the Principal Debtor but this provision shall not affect the Bank or in any way preclude the Bank from enforcing or having recourse to all or any remedies or means for recovering payment thereof which may be available under these presents or otherwise at such times and in such order and manner as the Bank shall think fit.

21. In these presents where the context so admits the expression "the Principal Debtor" shall include his personal representatives the expression "the Trustee" shall include persons deriving title under the Trustee the expression "the Mortgagor" shall include persons deriving title under the Mortgagor or entitled to redeem this security and the expression "the Bank" shall include persons deriving title under the Bank and any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

22. If "the Principal Debtor" "the Trustee" or "the Mortgagor" shall consist of two or more parties such respective expressions shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants charges agreements and undertakings herein expressed or implied on the part of the Mortgagor shall be deemed to be joint and several covenants charges agreements and undertakings by such parties And in particular this security and the covenants contained in clause 1 hereof and the remaining covenants charges agreements and undertakings by the Principal Debtor and the Mortgagor respectively herein contained shall extend and apply to any money owing or liabilities incurred by any of the parties comprised in such respective expressions to the Bank whether solely or jointly with each other or with any other person and references to the Principal Debtor or the Mortgagor in relation to the retirement of bills and in clauses 3, 9, 10, 12, 17, 18 and 19 shall mean and include any one or more of the parties comprised in such respective expressions as well as such parties jointly.

23. Notwithstanding anything contained herein to the contrary it is hereby expressly agreed and declared that the security hereby constituted shall be enforceable only in respect of the liabilities of the Principal Debtor to the Bank under the terms of two facility letters dated the 22nd day of November 2007 copies of which are annexed hereto or any subsequent renewal or replacement thereof.

24.1. In this clause the 'Act' shall mean the Land Registration Act 2002 and any statutory modification, re-enactment, statutory instrument, rules, laws, by-laws, regulations, orders or directives enacted thereunder for the time being in force.

24.2. The Mortgagor and the Principal Debtor and the Trustee confirm and undertake that:

24.2.1. They are aware that under the Act this Legal Charge (including any attachments and other documents) are available for inspection by any person upon application to the H M Land Registry; and

24.2.2. The Bank shall not be required to apply to the H M Land Registry for this Legal Charge (or any attachment or other documents) to be exempt from disclosure under the Act; and

24.2.3 The Bank shall be advised of any application by any party hereto of any application made to the H M Land Registry for this Legal Charge (or any attachment or other documents) to be exempt from disclosure under the Act together with the outcome of any such application.

25. Notwithstanding anything contained herein to the contrary it is hereby expressly agreed and declared that the Bank's right of recovery out of the share of the mortgaged property and the net rents and profits till sale of the Mortgaged Property shall be limited to the Principal Debtor's twenty six percent share in the Mortgaged Property but so that the aforementioned limitation shall not affect or limit the personal liability of the Principal Debtor for all moneys and liabilities from time to time owing or incurred by the Principal Debtor to the Bank.

26. Notwithstanding anything contained herein to the contrary it is hereby expressly agreed and declared that the security hereby constituted shall be enforceable only in respect of moneys and liabilities hereby covenanted to be paid by the Principal Debtor together with interest thereon commission costs charges and expenses relating thereto.

27. The Mortgagor and each and every one of them hereby covenant that they will not transfer or otherwise dispose of their respective beneficial shares in the Mortgaged Property other than with the prior written consent of the Bank.

28. Provided however that the liabilities of Hornbuckle Mitchell Trustees Limited shall not be personal but shall be limited to the extent of the assets of the trust, but without prejudice to the full personal joint and several liability of the other parties to the account.

In Witness whereof the Principal Debtor the Trustee and the Mortgagor have executed these presents as a deed the day and year first above written.

The Schedule above referred to

The Freehold and Leasehold properties known as or being 35-59 Walker Street, Sheffield

comprised in the document(s) particulars of which are set out below:-

Complete if title is not registered at time of Charge

Date	Description (Conveyance, Lease, Assignment, Mortgage, Assent, etc.)	Parties

Complete if title is registered at time of Charge

Land Certificate(s) Title No.(s)	Administrative area

★WARNING★
This security covers the liabilities of somebody else. If they do not repay, the Bank may sell the charged asset. You are STRONGLY RECOMMENDED to seek independent legal advice before signing.

SIGNED as a deed by the above named

Frank Hayes

In the presence of

SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS

OCCUPATION

SIGNED as a deed by the above named

Susan Hayes

In the presence of

SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS

OCCUPATION

★WARNING★
This security covers the liabilities of somebody else. If they do not repay, the Bank may sell the charged asset. You are STRONGLY RECOMMENDED to seek independent legal advice before signing.

Either

The Common Seal of Hornbuckle Mitchell Trustees Limited was hereunto affixed in pursuance of a Resolution of its Board of Directors in the presence of

Director

Director/Secretary

Company's Registered Number 2741578

Or

Executed as a deed by Hornbuckle Mitchell Trustees Limited

Director

Director/~~Secretary~~

Company's Registered Number 2741578

Either

The Common Seal of Sheffield Motorcycle Centre (Holding) Ltd was hereunto affixed in pursuance of a Resolution of its Board of Directors in the presence of

Director

Director/Secretary

Company's Registered Number 6420631

Or

Executed as a deed by Sheffield Motorcycle Centre (Holding) Ltd

Director

Director/Secretary

Company's Registered Number 6420631

The address of the Bank for service is:

UK Banking Service Centre, P.O. Box No. 299, Birmingham, B1 3PF

★WARNING★

This security covers the liabilities of somebody else. If they do not repay, the Bank may sell the charged asset. You are STRONGLY RECOMMENDED to seek independent legal advice before signing.

The following parties acknowledge receipt of a copy of this legal charge

For use only in the case of unregistered land

Receipt pursuant to Section 115 of the Law of Property Act 1925

BARCLAYS BANK PLC hereby acknowledges this

day of

that it received the balance of the moneys (including interest and costs) secured by the within written Deed the payment having been made by*

with intent to discharge the same and revest the Mortgaged Property in the within named Trustee and the within named Mortgagor for their respective estates and interests.

For and on behalf of **Barclays Bank PLC**

(A Manager)

* Insert "the within named Principal Debtor" or "the within named Mortgagor" as the case may be

Case Reference No: 3643173-7683875 SPC
566 Amended

This Legal Charge

made the day of 20

Between (1) Sheffield Motorcycle Centre (Holding) Ltd 3 Savile Street Sheffield South Yorkshire

("the Principal Debtor")

(2) Frank Hayes 5 Sandringham Place Lodge Moor Sheffield
and
Hornbuckle Mitchell Trustees Limited Cotton Court Middlewich Road Holmes Chapel Cheshire

as Trustees of the SMC Limited SSAS

Frank Hayes 5 Sandringham Place Lodge Moor Sheffield

Susan Hayes Coach House Church Lane Aston Sheffield

Sheffield Motorcycle Centre (Holding) Ltd 3 Saville Street Sheffield South Yorkshire

("the Mortgagor")

(3) Frank Hayes 5 Sandringham Place Lodge Moor Sheffield

Hornbuckle Mitchell Trustees Limited Cotton Court Middlewich Road Holmes Chapel Cheshire

("the Trustee")

and (4) **Barclays Bank PLC**

("the Bank")

Witnesses and it is agreed and declared as follows:-

1. (A) The Principal Debtor hereby covenants with the Bank that the Principal Debtor will on demand in writing made to the Principal Debtor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Principal Debtor

(B) The Mortgagor hereby covenants with the Bank that the Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Mortgagor

in each case whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping their respective accounts and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder and on such demand the Principal Debtor or (as the case may be) the Mortgagor will retire all bills or notes which may for the time being be under discount with the Bank and to which he is a party whether as drawer acceptor maker or indorser without any deduction whatsoever.

2. The Trustee, by direction of the Mortgagor, with limited title guarantee hereby charges by way of legal mortgage and the Mortgagor with limited title guarantee hereby charges and confirms unto the Bank ALL THAT the property referred to in the schedule hereto ("the Mortgaged Property") and all the interest of the Mortgagor therein with the payment or discharge of all money and liabilities hereby covenanted to be paid or discharged whether by the Principal Debtor or by the Mortgagor but the covenants by the Trustee implied by section 28(1) of the Land Registration Act 1925 are not to be implied..

3. A demand for payment or any other demand or notice under this security may be made or given by any manager or officer of the Bank or of any branch thereof by letter addressed to the Principal Debtor or (as the case may require) the Mortgagor and sent by post to or left at his respective last known place of business or abode or at the option of the Bank in the case of a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.

4. During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Trustee without the previous consent in writing of the Bank nor shall section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages apply to this security.

5. Section 103 of the said Act shall not apply to this security but the statutory power of sale shall as between the Bank and a purchaser from the Bank arise on and be exercisable at any time after the execution of this security provided that the Bank shall not exercise the said power of sale until payment of the moneys hereby secured has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.

6. (a) At any time after the Bank shall have demanded payment of any moneys hereby secured or if requested by the Mortgagor the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be receiver and manager or receivers and managers ("the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Mortgaged Property.

(b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment of this Legal Charge (including the power of attorney contained in Clause 6(g) hereof) or otherwise to be done by the Receiver may be done by any one or more of them unless the Bank shall in such appointment specify to the contrary.

(c) The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

(d) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Bank's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely:-

(i) to take possession of collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as he shall think fit;

(ii) to commence and/or complete any building operations on the Mortgaged property or any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit;

(iii) to raise money from the Bank or others on the security of the Mortgaged Property or otherwise:

(iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit;

(v) if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Bank on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Bank in such form as it may require;

(vi) to sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders or leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and the Trustee or either of them or otherwise and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit;

(vii) to make any arrangement or compromise which the Bank or he shall think fit;

(viii) to make and effect all repairs improvements and insurances;

(ix) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;

(x) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;

PROVIDED NEVERTHELESS THAT the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as the Bank shall in writing exclude the same whether in or at the time of his appointment or subsequently.

(e) The statutory powers of sale leasing and accepting surrenders exercisable by the Bank hereunder are hereby extended so as to authorise the Bank whether in its own name or in that of the Mortgagor and the Trustee or either of them or otherwise to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and the Trustee or either of them or otherwise and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Bank in its absolute discretion shall think fit.

(f) In no circumstances shall the Bank be liable to account to the Mortgagor or the Trustee as a mortgagee in possession or otherwise for any moneys not actually received by the Bank.

(g) Each of them the Mortgagor and the Trustee hereby irrevocably appoints the Bank and the Receiver jointly and also severally the Attorney and Attorneys of the Mortgagor and the Trustee respectively for him and in his name and on his behalf and as his act and deed or otherwise to sign seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid.

(h) All powers of the Receiver hereunder may be exercised by the Bank whether as attorney of the Mortgagor and the Trustee or either of them or otherwise.

7. The Mortgagor hereby covenants with the Bank that during the continuance of this security the Mortgagor or the Trustee will keep all buildings now or for the time being subject to this security insured against loss or damage by fire and such other risks as the Bank may from time to time require to the full replacement value thereof with an insurance office or underwriters approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Trustee and/or the Mortgagor and the Bank and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to

the Bank the policies of such insurance and the receipts for such payments And will keep all buildings now or for the time being subject to this security in good repair And will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property And at any time after payment of the moneys hereby secured has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Bank may as the case may be insure and keep insured the said buildings in any sum which the Bank may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) And all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank.

8. All moneys received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Trustee and/or the Mortgagor in pursuance of the Mortgagor's obligation under the covenant in that behalf contained in clause 7 hereof or independently of or otherwise than in pursuance of such obligation) shall as the Bank requires either be applied in making good the loss or damage in respect of which the moneys are received or be paid to the Bank in or towards payment of the moneys for the time being hereby secured or such part or parts thereof as the Bank may require.

9. All costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all moneys expended by the Bank under clause 7 hereof and all costs of the Bank or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the moneys hereby secured or arising out of or in connection with the acts authorised by clause 6 hereof (and so that any taxation of the Bank's costs charges and expenses shall be on a full indemnity basis) shall be recoverable as far as they relate to the liabilities of the Principal Debtor from the Principal Debtor and as far as they relate to the liabilities of the Mortgagor from the Mortgagor as a debt and may be debited to any account of the Principal Debtor or of Mortgagor as the case may be and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may have or but for the said charge would have for the moneys hereby secured or any part thereof.

10. The Bank shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Principal Debtor or the Mortgagor by the Bank or on which the Principal Debtor or the Mortgagor shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Bank in its absolute discretion shall think fit without releasing the Principal Debtor or the Mortgagor or affecting their respective liability under these presents or the security hereby created.

11. This security shall (subject to the provisions of clause 19(b) hereof) be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Bank prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time hereafter hold in respect of the moneys hereby secured or any of them or any part thereof respectively.

12. The Bank shall on receiving notice that the Trustee or the Mortgagor has incumbered or disposed of the Mortgaged Property or any part thereof or any interest therein or on the expiration of written notice given under the provisions of clause 19(b) hereof be entitled to close then current account or accounts of the Principal Debtor and the Mortgagor or either of them and to open a new account or accounts with either or both of them and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Mortgagor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor or the Principal Debtor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor or from the Principal Debtor to the Bank at the time when it received such notice.

13. At any time after payment of the moneys hereby secured has been demanded and any part thereof remains unpaid the Bank may as agent of the Mortgagor remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Bank shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Bank.

14. The Mortgagor hereby covenants with the Bank to pay any sums which may become payable by the Mortgagor under the Agricultural Holdings Act 1986, the Agricultural Tenancies Act 1995 or any other statute for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Bank may pay the said sum or discharge any charge created in pursuance of such statute for securing the same and any moneys paid by the Bank under this clause shall be deemed to be expenses properly incurred by the Bank hereunder.

15. The Trustee and the Mortgagor hereby jointly and severally covenant with the Bank that:-

(a) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1986 to 2002 no person shall during the continuance of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Bank;

(b) upon any such registration the Trustee or the Mortgagor will forthwith deliver to the Bank all Land Certificates relating to the Mortgaged Property unless such certificates are deposited with the Land Registry.

16. Any party hereto which is a company certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association.

17. The Mortgaged Property shall not be released by time being given to the Principal Debtor or by any arrangement in relation to other securities or by any act matter or thing whether occurring before or after demand whereby the same might have been released (except an express release duly executed by or on behalf of the Bank) and any money which may not be otherwise recoverable hereunder by reason of any legal limitation disability or incapacity on or of the Principal Debtor shall nevertheless be recoverable from the Mortgaged Property as though such moneys had been advanced to the Mortgagor and as if the Mortgagor were the sole or principal debtor in respect thereof and this charge had secured such indebtedness.

18. In the event of the bankruptcy or winding-up or any arrangement with the creditors of the Principal Debtor:

(a) any money hereby secured shall be deemed to continue due and owing to the Bank until the same are actually paid;

(b) the Mortgagor shall not until the Bank has been fully repaid be entitled to participate in any other security held by the Bank or in money received by the Bank on account of money due from the Principal Debtor;

(c) any dividends or payments received by the Bank shall be taken and applied as payments in gross and shall not prejudice the right of the Bank to recover out of the Mortgaged Property all the money hereby secured;

(d) the Bank shall be entitled to prove for the full amount of the claim of the Bank and to retain the whole of the dividends to the exclusion of the rights (if any) of the mortgagor in competition with the Bank until the Bank has been fully repaid.

19. (a) The continuing nature of the security hereby created shall not be determined or affected by notice to the Bank of the death or mental incapacity of the Mortgagor.

(b) So far only as the liabilities of the Principal Debtor are concerned the continuing nature of the security hereby created may be determined at the expiration of three calendar months after the receipt by the Bank from the Mortgagor of notice in writing to determine it and the amount hereby secured in respect of such liabilities shall on the expiration of such notice be crystallised except as regards unascertained or contingent liabilities and additional sums for interest costs and expenses.

20. As between the Principal Debtor on the one hand and the Mortgagor and the Mortgaged property on the other hand the Principal Debtor shall be primarily liable for the payment of the money hereby covenanted to be paid by the Principal Debtor but this provision shall not affect the Bank or in any way preclude the Bank from enforcing or having recourse to all or any remedies or means for recovering payment thereof which may be available under these presents or otherwise at such times and in such order and manner as the Bank shall think fit.

21. In these presents where the context so admits the expression "the Principal Debtor" shall include his personal representatives the expression "the Trustee" shall include persons deriving title under the Trustee the expression "the Mortgagor" shall include persons deriving title under the Mortgagor or entitled to redeem this security and the expression "the Bank" shall include persons deriving title under the Bank and any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

22. If "the Principal Debtor" "the Trustee" or "the Mortgagor" shall consist of two or more parties such respective expressions shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants charges agreements and undertakings herein expressed or implied on the part of the Mortgagor shall be deemed to be joint and several covenants charges agreements and undertakings by such parties And in particular this security and the covenants contained in clause 1 hereof and the remaining covenants charges agreements and undertakings by the Principal Debtor and the Mortgagor respectively herein contained shall extend and apply to any money owing or liabilities incurred by any of the parties comprised in such respective expressions to the Bank whether solely or jointly with each other or with any other person and references to the Principal Debtor or the Mortgagor in relation to the retirement of bills and in clauses 3, 9, 10, 12, 17, 18 and 19 shall mean and include any one or more of the parties comprised in such respective expressions as well as such parties jointly .

23. Notwithstanding anything contained herein to the contrary it is hereby expressly agreed and declared that the security hereby constituted shall be enforceable only in respect of the liabilities of the Principal Debtor to the Bank under the terms of two facility letters dated the 22nd day of November 2007 copies of which are annexed hereto or any subsequent renewal or replacement thereof.

24.1. In this clause the 'Act' shall mean the Land Registration Act 2002 and any statutory modification, re-enactment, statutory instrument, rules, laws, by-laws, regulations, orders or directives enacted thereunder for the time being in force.

24.2. The Mortgagor and the Principal Debtor and the Trustee confirm and undertake that:

24.2.1. They are aware that under the Act this Legal Charge (including any attachments and other documents) are available for inspection by any person upon application to the H M Land Registry; and

24.2.2. The Bank shall not be required to apply to the H M Land Registry for this Legal Charge (or any attachment or other documents) to be exempt from disclosure under the Act; and

24.2.3 The Bank shall be advised of any application by any party hereto of any application made to the H M Land Registry for this Legal Charge (or any attachment or other documents) to be exempt from disclosure under the Act together with the outcome of any such application.

25. Notwithstanding anything contained herein to the contrary it is hereby expressly agreed and declared that the Bank's right of recovery out of the share of the mortgaged property and the net rents and profits till sale of the Mortgaged Property shall be limited to the Principal Debtor's nineteen percent share in the Mortgaged Property but so that the aforementioned limitation shall not affect or limit the personal liability of the Principal Debtor for all moneys and liabilities from time to time owing or incurred by the Principal Debtor to the Bank.

26. Notwithstanding anything contained herein to the contrary it is hereby expressly agreed and declared that the security hereby constituted shall be enforceable only in respect of moneys and liabilities hereby covenanted to be paid by the Principal Debtor together with interest thereon commission costs charges and expenses relating thereto.

27. The Mortgagor and each and every one of them hereby covenant that they will not transfer or otherwise dispose of their respective beneficial shares in the Mortgaged Property other than with the prior written consent of the Bank.

28. Provided however that the liabilities of Hornbuckle Mitchell Trustees Limited shall not be personal but shall be limited to the extent of the assets of the trust, but without prejudice to the full personal joint and several liability of the other parties to the account.

In Witness whereof the Principal Debtor the Trustee and the Mortgagor have executed these presents as a deed the day and year first above written.

The Schedule above referred to

The Freehold and Leasehold properties known as or being 35-59 Walker Street, Sheffield

comprised in the document(s) particulars of which are set out below:-

	Date	Description (Conveyance, Lease, Assignment, Mortgage, Assent, etc.)	Parties
Complete if title is not registered at time of Charge			

	Land Certificate(s) Title No.(s)	Administrative area
Complete if title is registered at time of Charge		

★WARNING★
This security covers the liabilities of somebody else. If they do not repay, the Bank may sell the charged asset. You are STRONGLY RECOMMENDED to seek independent legal advice before signing.

SIGNED as a deed by the above named

Frank Hayes

In the presence of

SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS

OCCUPATION

SIGNED as a deed by the above named

Susan Hayes

In the presence of

SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS

OCCUPATION

Either

The Common Seal of Hornbuckle Mitchell Trustees Limited was hereunto affixed in pursuance of a Resolution of its Board of Directors in the presence of

Director

Director/Secretary

Company's Registered Number 2741578

Or

Executed as a deed by Hornbuckle Mitchell Trustees Limited

Director

Director/~~Secretary~~

Company's Registered Number 2741578

Either

The Common Seal of Sheffield Motorcycle Centre (Holding) Ltd was hereunto affixed in pursuance of a Resolution of its Board of Directors in the presence of

Director

Director/Secretary

Company's Registered Number 6420631

Or

Executed as a deed by Sheffield Motorcycle Centre (Holding) Ltd

Director

Director/Secretary

Company's Registered Number 6420631

The address of the Bank for service is:

UK Banking Service Centre, P.O. Box No. 299, Birmingham, B1 3PF

The following parties acknowledge receipt of a copy of this legal charge

BARCLAYS

Business Banking
Lending Operations
PO Box 13699
Camden House East
Parade
Birmingham
B2 2FS

www.barclays.com

22 November 2007

PRIVATE & CONFIDENTIAL
Mr F Hayes And Hornbuckle Mitchell Trustees Limited The SMC Limited SSAS
3 Savile Street
Sheffield
S4 7TQ

Reference S/R - 1-101190384

Dear Sirs

LOAN OFFER TO MR FRANK HAYES AND HORNBUCKLE MITCHELL TRUSTEES LIMITED AS TRUSTEES OF THE SMC LIMITED SSAS (the "Borrower").

1. **Purpose**

1.1. We are pleased to offer you a loan to assist with the purchase of 35 – 39 Walker Street, Sheffield.

1.2. The terms of the loan are set out below. To take up the loan please complete and sign the Acceptance at the end of the letter and return it by 15th December 2007 after which this offer will lapse. Throughout this letter all references to "you" and "your" mean the Borrower and all references to "we", "us" and "our" means Barclays Bank PLC and anybody else who has the right to receive repayment of the loan from time to time. For the purposes of paragraph 13(f) and paragraph 13(g) "you" and "your" shall mean the Borrower and Sheffield Motorcycle Centre (Holding) Ltd and Frank Hayes and Susan Hayes.

1.3. In this letter, "The Pension Scheme" means the personal pension scheme (within the meaning of section 630 of the Income and Corporation Taxes Act 1988) established by a Trust Deed dated 11th October 2007 made between Mr Frank Hayes and Hornbuckle Mitchell Trustees Limited and the Rules defined in and annexed thereto.

2. **The amount of the loan**

The maximum amount you may borrow on this loan is £180,000.

3. **When you can take up the loan**

3.1. Before you can take up the loan, you must comply with the conditions detailed in this letter. In particular, you must confirm to us that none of the events which allow us to ask for immediate repayment of the loan are occurring.

H2190 (03/07)

BARCLAYS

3.2. You may take up the loan at any time up to 31st December 2007 and any amount not borrowed by this date will be cancelled automatically.

4. **Final repayment of the loan**

You shall repay the loan, interest and any other amounts due in full, 20 years from the date when you take up all or the first part of your loan.

5. **Repayment of the loan**

5.1. You shall repay the loan by 240 equal instalments of £1,482.05 by monthly throughout this period.

5.2. Your first repayment will be due 1 month from first drawdown.

5.3. Your repayment will be due even if you have not taken up the loan in full. If you have not taken up the loan in full the repayment will be adjusted to reflect the fact that the loan is smaller. If an adjustment is necessary the repayment(s) will be amended automatically and we will notify you immediately.

5.4 You authorise us to debit all repayment instalment(s) to your Current account and you must have sufficient funds or facilities to meet them.

6. **Your interest charges**

6.1. The interest rate charged on your loan is a margin of 1.950% over Barclays Base Rate which is currently 5.750%. Interest is calculated on the balance outstanding each day (including any interest charges applied to the loan) using a 365 day year as the basis of daily calculation.

6.2. Barclays Base Rate may change during the life of the loan and if it does the amount of interest you pay will change. We will review the level of your repayments at least once a year to ensure the loan and interest will be repaid over the agreed period. If an adjustment is necessary the repayments will be amended automatically and we will notify you accordingly.

6.3 The interest owing will be charged to your Loan account payable quarterly on our normal charging dates and you must have sufficient available funds or facilities to meet this.

6.4 If you fail to pay any money when it is due, we may increase the interest rate charged on that overdue sum by a further 1% per annum, from the date you failed to pay.

6.5 Should you wish to consider changing the basis on which we calculate the interest on your loan to a fixed rate of interest, please contact us.

7. **Early repayment of your loan**

7.1. You may repay all or part of the loan at any time. Any repayment is permanent and cannot be redrawn.

7.2. A fee of 1% of amounts repaid early will be payable at the time of early repayment (unless we are prevented from doing so by any statutory, regulatory or contractual requirement).

BARCLAYS

7.3. If you repay the loan early in part then the accrued interest on the amount repaid will be paid on the next charging date.

7.4 If you repay the loan early in full then the accrued interest on the amount repaid will be paid at the time of early repayment.

8. Our fee for arranging this loan

8.1. The fee for arranging this loan is £1,800. You shall pay it when you take up the loan and it will be debited to your Loan account.

8.2. Additionally, the fee for arranging the new security required is £500.

9. Security for the loan

9.1. The security for the loan and any other amounts owing to us shall be a first legal mortgage over the freehold and leasehold property known as 35 – 39 Walker Street, Sheffield on our standard form (the "Legal Charge").

9.2 We will also rely on any other security and/or guarantees that we presently hold and/or are given to us now or in the future for the Borrower. We may from time to time require any security to be professionally valued, and in any event every three years. This would be at your expense.

10. Information relating to the Pension Scheme and the Borrower

10.1 You shall deliver to us at such time as they are prepared (whether to comply with the then current legal, regulatory or auditing requirements or not) the following documents in relation to the Pension Scheme:

- the governing documentation;
- any documents amending that governing documentation; and
- any reports or notifications in relation to the Borrower made to the Pension Regulator.

10.2 Details of any material litigation or other proceedings against the Borrower (including any proceedings concerned with your liability for contamination or pollution) should be provided to us as soon as you propose to start or become aware of such litigation or proceedings.

11. Conditions specific to your loan agreement with us

11.1. The amount of your loan as a percentage of the value of the security

You undertake that the loan shall not at any time exceed 75% of the aggregate value (as determined from time to time by us or, at your expense, by professional valuers acceptable to us on such basis as we may require) of each freehold and leasehold property charged to us as security for the loan.

11.2. Amount of Rental Income

We use a ratio of Net Rental Income to Debt Service to calculate your ability to meet interest and capital repayments, where:

1-70DP3Y

BARCLAYS

Net Rental Income is calculated by reference to the gross rent earned from the property charged to us as security less any costs relating to the management and maintenance of the property.

Debt Service is the total of:

- Interest payable or capitalised under the loan
- Repayments falling due (whether or not made) in respect of the loan

During each 12 month period commencing on the anniversary of drawdown of the loan

You undertake that Net Rental Income to Debt Service will always be more than 1.2:1.

11.3. **The amount of your loan as a percentage of the value of the assets of the Pension Scheme**

You undertake that the loan shall not at any time exceed 50% of the aggregate value of the assets of the Pension Scheme.

11.4. Upon purchase of the property of 35-39 Walker Street, Sheffield, a lease is to be put in place in a format acceptable to the Bank for a minimum term no less than the term of this loan.

12. **Pensions notifications**

You undertake to provide us immediately with the relevant information in the event of any of the following occurrences in relation to the Borrower:

(a) any claims, proceedings, disputes or actions (including complaints to the Pensions Ombudsman or investigations by the Pensions Regulator or Her Majesty's Revenue and Customs) are brought or threatened (other than routine claims for benefits) or any circumstances arise which might give rise to any such claim or action;

(b) the Pensions Regulator issues any notice, injunction or interdict, makes any order, imposes any fine or penalty or otherwise exercises any of its powers (other than routine requests for information);

(c) a person is obliged to make a report to the Pensions Regulator under section 70 of the Pensions Act 2004;

(d) the Pension Scheme enters winding-up;

(e) Her Majesty's Revenue and Customs withdraws the registration of the Pension Scheme; and

(f) a scheme sanction charge or a penalty arises under the Finance Act 2004.

For the purposes of this letter:

(i) the Pensions Regulator is the body corporate established under section 1 of the Pensions Act 2004; and

(ii) the Pensions Ombudsman is the person appointed as the Pensions Ombudsman under section 145 of the Pension Schemes Act 1993 or as a Deputy Pensions Ombudsman under section 145A of that Act.

BARCLAYS

13. When we can ask for immediate repayment of the loan

We have the right to ask for immediate repayment of the whole of your outstanding loan, any other amounts due and any costs incurred by us in obtaining repayment in any of the following circumstances:

(a) you fail to make any of the repayments of the loan or any interest or other payments which are due; or

(b) you breach any term or condition of the loan or any supporting security; or

(c) you are, or are likely to be, unable to pay your debts when you are due to pay them, or any step is taken by you or your creditors under any insolvency law or any creditor attempts to enforce security; or

(d) we receive notice to terminate any guarantee given to us in respect of the loan; or

(e) if any security we hold for your liabilities is shown to be defective for any reason; or

(f) you fail to make agreed repayments for any of your obligations, including amounts you owe to other organisations; or

(g) you breach any term or condition of any other loan or facility provided by us or any other organisations; or

(h) you have misrepresented any information which you have provided to us in connection with this loan; or

(i) you lose or do not possess any licence, (including any permit necessary to comply with all environmental laws) or consent which is necessary to carry on your business or to comply with your contractual obligations; or

(j) any material litigation or other proceedings (including any proceedings concerned with your liability for contamination or pollution) are threatened against you which might adversely affect your ability to repay the loan or to pay interest on the loan or might adversely affect your or our reputation; or

(k) any of the circumstances set out in paragraph 12.

14. When our agreement is needed

14.1. You must contact us and ask for our written approval (not to be unreasonably withheld or delayed) in any of the following circumstances:

(a) before you dispose of all or a substantial proportion of your assets;

(b) before you make a significant change in your nature, constitution, management or ownership;

(c) before you provide any form of charge, assignment or other security over your assets other than to us; or

14.2. If we decide not to give our written approval to any of these circumstances, we can ask for immediate repayment of the loan and all other amounts due.

W1-10DPZY

BARCLAYS

15. **Changes to our circumstances**

If there is any change in any law or regulation or any requirements of any regulatory authority which in our opinion will increase our cost of funding or making available your loan or will reduce the profit we make on your loan, then you will pay us, on our request, the amount that we certify is necessary to compensate us for our increased cost or our reduction of profit.

16. **General conditions**

16.1. If we demand repayment, any money we hold in accounts in your name may be used by us towards repayment of any money you owe us. Interest on the loan will continue to accrue at the applicable rate even if we obtain judgement against you.

16.2. All payments must be made on a day when we are open for business, other than a Saturday and in full in accordance with the terms of this letter and you may not exercise any set off or counterclaim or deduction or withholding. If VAT or other taxes are imposed by law on any amounts due under the loan you must reimburse us with any additional cost or any shortfall we suffer.

16.3. You will reimburse us, at our request, for any amount that we incur as costs, expenses, losses or liability as a result of:

(a) your not taking up the loan after accepting this letter;

(b) your not making a payment or delaying any payment to us;

(c) any of the circumstances set out in paragraphs 13 or 14 occurring.

16.4. You agree that we may without further notice to you transfer by whatever means we consider appropriate all or any of our rights, benefits, obligations, risks and/or interests in respect of the loan and any security for the loan to any person who may enter into a contract with us in connection with the transfer.

16.5. You agree that we may disclose any information, obtained at any time, from whatever source, relating to you, the loan and any security for the loan to:

(a) any of our associated companies;

(b) any credit reference or rating agency;

(c) anyone we consider to be or likely to be involved in a transfer, or possible transfer mentioned in paragraph 16.4; and

(d) anyone who, as part of the transfer arrangements mentioned in paragraph 16.4, needs this information after the transfer has taken place.

16.6. Any notice, request or communication will be sent to you at your address specified at the front of this letter or to such other address as you may notify to us in writing from time to time.

16.7. You may not assign or transfer the loan.

16.8. No one other than you or us can claim any rights under this letter.

16.9. No delay or omission on our part in exercising any right or power in respect of the loan shall impair such right or power, and any single or partial exercise shall not preclude us from any other or further

BARCLAYS

exercise of any such right or power or the exercise of any other right or power. Our rights and remedies in respect of the loan are cumulative and not exclusive of any right or remedy provided by law.

16.10. If the United Kingdom adopts the euro as its currency after the date of this letter, we shall make such changes as we consider are appropriate to reflect the changeover to the euro.

16.11. We are committed to providing a high standard of service. However, if you have any reason to complain, you may do so in person, in writing, by post or e-mail, or by telephone. Details of our complaints handling procedures are available on request from any branch, the Barclays Information Line on 0800 400 100, or at www.Barclays.co.uk.

16.12. The loan and its terms are governed by English law.

16.13. We agree that in the event of any inconsistency or conflict, express or implied, between the provisions of this letter and the provisions of the Legal Charge, the provisions of this letter shall prevail.

17. The liability of Hornbuckle Mitchell Trustees Limited shall not be personal but shall be limited to the extent of the assets of the Trust, but without prejudice to the full personal joint and several liability of the other parties to the account.

18. **Acceptance of the loan**

To accept the terms of the loan please sign the attached copy of this letter and return it to us. Before you sign the letter we recommend that you seek independent advice on the terms of the letter to help you fully understand what the loan involves and the particular consequences and implications for you of agreeing to its terms.

Yours faithfully
For and on behalf of
Barclays Bank PLC

Craig Cartlidge
Relationship Manager
South Yorkshire and Lincolnshire Business Banking Team

Telephone: 07917 200909
E-mail: craig.cartlidge@barclayscorporate.com

BARCLAYS

I/We accept the offer on the terms and conditions contained in this letter.

.... Frank Hayes

.... Date

For and behalf of Hornbuckle Mitchell Trustees Limited

.... Authorised Signatory

.... Authorised Signatory

27/11/2007 .... Date