

# MR04

## Statement of satisfaction in full or in part of a charge

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

✓ **What this form is for**  
You may use this form to register  
a statement of satisfaction in full  
or in part of a mortgage or charge  
against a company.

✗ **What this form is NOT for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage  
charge against an LLP. Use  
LL MR04.

THURSDAY



A12 \*A6A3KALK\* #134  
06/07/2017  
COMPANIES HOUSE

### 1 Company details

Company number 0 1 3 9 5 3 4 6 ✓

Company name in full VIRGIN ACTIVE HEALTH CLUBS LIMITED (the "Company")

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

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation

When was the charge created?

→ **Before 06/04/2013.** Complete **Part A** and **Part C**

→ **On or after 06/04/2013.** Complete **Part B** and **Part C**

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date d1 d2 m0 m8 y2 y0 y1 y0

### A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number\* 2 1

### A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced.

Instrument description Debenture dated 12 August 2010 (the "**Debenture**") made  
between (1) the Chargors (including the Company) and (2)  
the Security Trustee (as defined in this form MR04)

**Continuation page**  
Please use a continuation page if  
you need to enter more details

# MR04

Statement of satisfaction in full or in part of a charge

**A4**

## Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Please see attached continuation pages

### Continuation page

Please use a continuation page if you need to enter more details

## Part B

## Charges created on or after 06/04/2013

**B1**

### Charge code

Please give the charge code This can be found on the certificate

Charge code ❶

-     -

### ❶ Charge code

This is the unique reference code allocated by the registrar

MR04

Statement of satisfaction in full or in part of a charge

## Part C To be completed for all charges

C1

### Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied.  
Please tick the appropriate box.

☒ In full

☐ In part

C2

### Details of the person delivering this statement and their interest in the charge

	Please give the name of the person delivering this statement
Name	Allen & Overy LLP
	Please give the address of the person delivering this statement
Building name/number	One
Street	Bishops Square
Post town	London
County/Region	
Postcode	E 1 6 A D
	Please give the person's interest in the charge (e.g. chargor/chargee etc).
Person's interest in the charge	On behalf of the chargor

C3

### Signature

	Please sign the form here.
Signature	Signature X Allen & Overy LLP X

MR04

Statement of satisfaction in full or in part of a charge



### Presenter information

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

Contact name

EDWARD CODAY

Company name

Address

ALLEN & OVERY LLP  
ONE BISHOPS SQUARE  
LONDON E1 6AD

Post town

www.allenoverly.com

County/Region

Postcode

Country

DX

Telephone



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- Part A Charges created before 06/04/2013**
  - ☐ You have given the charge date.
  - ☐ You have given the charge number (if appropriate)
  - ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4.
- Part B Charges created on or after 06/04/2013**
  - ☐ You have given the charge code.
- Part C To be completed for all charges**
  - ☐ You have ticked the appropriate box in Section C1.
  - ☐ You have given the details of the person delivering this statement in Section C2.
  - ☐ You have signed the form.



### Important information

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



### Where to send

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

#### For companies registered in England and Wales:

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

#### For companies registered in Scotland:

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

#### For companies registered in Northern Ireland:

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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

# MR04 - continuation page

Statement of satisfaction in full or in part of a charge

**A4**

## Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Continuation Page (1)

### 1 Fixed Security

1 1 The Company, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of Lloyds TSB Bank plc as security trustee for the Finance Parties (the **Security Trustee**) by way of a first legal mortgage all of its right, title and interest in and to the freehold, commonhold and leasehold property now vested in it and (if any) specified in Schedule 2 (*Real Property*) of the Debenture, as repeated at Schedule 1 of this Form MR04, (subject to obtaining any necessary consent to such mortgage or fixed charge (as the case may be) from any third party)

1 2 the Company, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as security trustee for the Finance Parties) by way of first fixed charge (subject to obtaining any necessary consent to such mortgage or fixed charge (as the case may be) from any third party) all of its right, title and interest in and to the following assets, both present and future

1 2 1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 3 1 of the Debenture)

1 2 2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled,

1 2 3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property,

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

**A4**

### Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p style="text-align: right;"><b>Continuation Page (2)</b></p> <p>1 2 4 all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises,</p> <p>1 2 5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade),</p> <p>1 2 6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,</p> <p>1 2 7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same,</p> <p>1 2 8 all moneys from time to time deposited in or standing to the credit of any bank account with the Security Trustee or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)), together with all moneys from time to time deposited in or standing to the credit of any Realisation Account,</p> <p>1 2 9 all Securities and their Related Rights (whether derived by way of redemption, bonus, preference, option, substitutions, conversions or otherwise),</p> <p>1 2 10 all of its goodwill and uncalled capital,</p> <p>1 2 11 all Intellectual Property,</p>	

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	Continuation Page (3)	
	<p>1 2 12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and recieve all compensation which may be payable in respect of them,</p> <p>1 2 13 each of the Specified Contracts, together with (if any)</p> <p>(a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,</p> <p>(b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person,</p> <p>(c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels), and</p> <p>(d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person),</p> <p>(e) including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.</p>	

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p style="text-align: right;">Continuation Page (4)</p> <p><b>2 Assignment</b></p> <p>The Company, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Trustee (as security trustee for the Finance Parties) absolutely by way of a first legal assignment all of its right, title and interest in and to the Specified Contracts.</p> <p><b>3 Floating Charge</b></p> <p>The Company, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as security trustee for the Finance Parties) by way of a first floating charge all of its undertaking and all its other property, assets and rights whatsoever, present and future, including all of its stock in trade and all of its property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixing security pursuant to Clause 3 (<i>Fixed Security</i>) of the Debenture.</p>	



# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged	
	<p style="text-align: right;">Continuation Page (5)</p> <p><b>NOTES</b></p> <p>The Debenture also contained the following provisions</p> <p><b>1 Negative Pledge</b></p> <p>The Company shall not create or extend or permit to arise or subsist any Security over the whole or any of the Charged Property, other than as permitted under the Facilities Agreement</p> <p><b>2 Restriction on Disposals</b></p> <p>The Company shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than as permitted under the Facilities Agreement</p> <p><b>3. Further Assurance</b></p> <p>3 1 Subject to the Agreed Security Principles, the Company shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee or any Receiver may reasonably specify (and in such form as the Security Trustee or any Receiver may reasonably require in favour of the Security Trustee or its nominee(s)) to:</p> <p>3 1 1 perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by the Company of a mortgage, charge, assignment or other Security over all or any of the assets forming part of, or which are intended to form part of, the Charged Property),</p> <p>3 1 2 confer on the Security Trustee Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to the Debenture,</p> <p>3 1 3 facilitate the exercise of any rights, powers and remedies of the Security Trustee or any Receiver or Delegate provided by or pursuant to the Debenture or by law, and/or</p>	

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p style="text-align: right;"><b>Continuation Page (6)</b></p> <p>3 1 4 facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property</p> <p><b>4 Conversion by Notice</b></p> <p>4 1 The Security Trustee may by notice in writing at any time to the Company convert the floating charge created by the Company pursuant to Clause 4 1 of the Debenture (<i>Creation of Floating Charge</i>) with immediate effect into a fixed charge (either generally or specifically as regards any assets of the Company specified in the notice)</p> <p>4 1 1 on the occurrence of a Declared Default, or</p> <p>4 1.2 if the Security Trustee reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process or in order to protect or preserve the priority of that security (provided that such conversion is only in respect of the relevant Charged Property).</p> <p><b>5 Automatic Conversion</b></p> <p>5 1 Notwithstanding Clause 4 3 (<i>Conversion by Notice</i>) and without prejudice to any law which may have a similar effect, each floating charge created by Clause 4 1 (<i>Creation of Floating Charge</i>) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if:</p> <p>5 1 1 the Company creates or attempts to create any Security over any of the Charged Property (except as expressly permitted under the Facilities Agreement) provided that such conversion is only in respect of the relevant Charged Property;</p> <p>5 1 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property provided that such conversion is only in respect of the relevant Charged Property, or</p>	

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged	
	Continuation Page (7)	
	<p>5.1 3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company provided that such conversion is only in respect of the relevant Charged Property</p>	
	<p><b>6 Qualifying Floating Charge</b></p>	
	<p>The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4 1 (<i>Creation of Floating Charge</i>) of the Debenture</p>	
	<p>In this Form MR04 the following expressions shall have the following meanings</p>	
	<p><b>"Agreed Security Principles"</b> means the principles set out in Schedule 13 (<i>Agreed Security Principles</i>) of the Facilities Agreement</p>	
	<p><b>"Authorisations"</b> has the meaning given to the term in the Facilities Agreement</p>	
	<p><b>"Charged Property"</b> means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to this Debenture (including, for the avoidance of doubt, any assets subject to an Exclusion)</p>	
	<p><b>"Chargors"</b> means those companies described in Schedule 1 of the Debenture (and Chargor shall mean any one of them)</p>	
	<p><b>"Debt Proceeds"</b> means any proceeds of any book debts and other debts or monetary claims (including any chose in action which may give rise to a monetary claim) owing to any Chargor (including, without limitation, any sums of money received by any Chargor from any of the assets charged under Clause 3 2 7 (<i>Book debts</i>) and/or Clause 3 2 8 (<i>Bank accounts and deposits</i>) of the Debenture)</p>	
	<p><b>"Declared Default"</b> means an Event of Default which has occurred and is continuing and notice of such Event of Default and of the intention to enforce any security has been given by the Facility Agent pursuant to Clause 28 31 (<i>Acceleration</i>) of the Facilities Agreement</p>	

**MR04 - continuation page**  
**Statement of satisfaction in full or in part of a charge**

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p style="text-align: right;"><b>Continuation Page (8)</b></p> <p><b>"Delegate"</b> means any person appointed by the Security Trustee or any Receiver pursuant to Clauses 12.2 to 12.4 (<i>Delegation</i>) and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate</p> <p><b>"Event of Default"</b> has the meaning given to the term in the Facilities Agreement</p> <p><b>"Exclusion"</b> means a legal, valid and binding restriction in respect of any asset held by and Chargor which either precludes absolutely the creation of Security over that asset or requires the prior consent of any third party to the creation of Security over that asset</p> <p><b>"Expenses"</b> means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting this Deed or in protecting, preserving, defending or enforcing the security constituted by this Deed or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of any Chargor under the terms of the Debenture) or by law in each case on a full indemnity basis.</p> <p><b>"Facilities Agreement"</b> means a facilities agreement dated 6 August 2010 and made between (1) Virgin Active Investment Holdings Limited, (2) Virgin Active Holdings Limited (3) the subsidiaries of Virgin Active Investment Holdings Limited listed in Part I of Schedule 1 to the Facilities Agreement as original borrowers and original guarantors, (4) Barclays Bank PLC, Lloyds TSB Bank plc and The Royal Bank of Scotland plc as mandated lead arrangers and bookrunners, (5) the financial institutions listed in Parts II of Schedule 1 to the Facilities Agreement as lenders, (6) Lloyds TSB Bank plc as agent of the other Finance Parties and (7) Lloyds TSB Bank plc as the Security Trustee</p> <p><b>"Finance Documents"</b> has the meaning given to the term in the Facilities Agreement</p>	

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p style="text-align: right;"><b>Continuation Page (9)</b></p> <p><b>"Finance Parties"</b> has the meaning given to the term in the Facilities Agreement</p> <p><b>"Insurances"</b> means the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy</p> <p><b>"Intellectual Property"</b> has the meaning given to the term in the Facilities Agreement.</p> <p><b>"Mortgaged Property"</b> means any freehold, commonhold or leasehold property the subject of the security constituted by the Debenture and references to any <b>"Mortgaged Property"</b> shall include references to the whole or any part or parts of it</p> <p><b>"Obligors"</b> means those companies described in Part 1 of Schedule 1 of the Facilities Agreement</p> <p><b>"Premises"</b> means all buildings and erections from time to time situated on or forming part of any Mortgaged Property</p> <p><b>"Realisation Account"</b> means any interest bearing blocked deposit account designated as such and opened or required to be opened by any Chargor with the Security Trustee on or before the date of the Debenture and/or (where the context permits) any account from time to time substituted for or additional to the same (including in each case such account as redesignated and/or renumbered from time to time)</p> <p><b>"Receiver"</b> means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property</p>	

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

<b>A4</b>	<b>Short particulars of the property or undertaking charged</b>	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<div style="text-align: right;">Continuation Page (10)</div> <p><b>"Related Rights"</b> means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise</p> <p><b>"Secured Liabilities"</b> means all present and future indebtedness, moneys, obligations and liabilities of each Obligor to the Finance Parties under the Finance Documents (including the Debenture), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under Clause 2.2 (Interest) of the Debenture</p> <p><b>"Securities"</b> means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in Schedule 4 (Securities) of the Debenture, as repeated in Schedule 1 of this Form MR04, together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere</p> <p><b>"Specified Contracts"</b> means each of the contracts specified in Schedule 5 (Specified Contracts) of the Debenture, as repeated in Schedule 2 of this Form MR04</p>	

# MR04 - continuation page

Statement of satisfaction in full or in part of a charge

**A4**

## Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation Page (11)

### Schedule 1

### Real Property

### Part 1 - Registered Land

#### Virgin Active Holdings Limited

No.	Description of Property	Title Number(s)
1	Active House, 21 North Fourth Street, Milton Keynes MK9 1HL	BM353937

#### Virgin Active Limited

No.	Description of Property	Title Number(s)
1	Broadway Plaza, 78-79 Francis Road, Edgbaston, Birmingham B16 8SP	WM841171
2	Land and premises at New Writtle Street, Chelmsford CM2 0RR	EX651881
3	Health and Fitness Club comprising part of the Centre Severn Development, Barnwood, Gloucester GL4 3HR	GR211716
4	333 Goswell Road, London EC1V 7DG	NGL808211
5	Centaur House, 91 Great George Street, Leeds LS1 3BR	WYK640251
6	Unit 1, The Great Northern, 253 Deansgate, Manchester M3 4EN	MAN19461
7	Medway Valley Leisure Park, Chariot Way, Rochester, Kent ME2 2SS	K774321
8	Merton Abbey Mills, Watermill Way, Colliers Wood, London SW19 2RD	SGL662022
9	Xscape, Avebury Boulevard, 602 MalboroughGate, Central Milton Keynes, Buckinghamshire MK9 3XS	BM270831 BM299084
10	Junction 1 Retail and Leisure Park, Leicester Road, Rugby CV21 1RW	WK393659
11	Plot P1, Blythe Valley Park, Solihull B90 8AT	WM751530
12	Ground and First Floors, The Arena, Stockley Park, Uxbridge, Middlesex UB11 1AA	AGL87295

#### Holmes Place Health Clubs Limited

No.	Description of Property	Title Number(s)
1	The Lido, Baths Road, Bickley, Bromley, Kent BR2 9RB	SGL617329

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

**A4**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Continuation Page (12)

2	Canary Riverside, West Ferry Circus, Canary Wharf, London E14 8RR	EGL455196 EGL455194
3	Epping Forest, Woolston Hall, Abridge Road, Chigwell IG7 6BX	EX681732
4	Clapham, 4-20 North Street, London SW4 OHB	TGL184561
5	108-441 Cricklewood Lane, Cricklewood, London NW2 2DS	AGL78081
6	The Grants Entertainment Centre, 44 Surrey Street, Croydon, Surrey CRO 1RJ	SGL639122
7	5 <sup>th</sup> Floor, Ealing Broadway Centre, Town Square, Ealing, London W5 5JY	AGL40267
8	14 Wareham Road, Corfe Mullen, Poole, Dorset BH21 3LE	DT275212 DT274486
9	Southwood Business Park, Links Way, Farnborough, Hampshire GU14 0NA	HP592867
10	181 Hammersmith Road, London W6 BBS	BGL23270
11	26 to 40 Kensington High Street London W8 4HP	BGL25325
12	3 <sup>rd</sup> and 4 <sup>th</sup> Floors, Bentall Centre, Wood Street, Kingston, Surrey KT1 1TP	TGL124811
13	Hereford House, 64 North Row, Mayfair, London W1K 7DA	NGL844679 NGL844687
14	Low Level Station, The Great Northern Close, London Road, Nottingham NG2 3AE	NT377331
15	119-131 Lancaster Road, Notting Hill, London W11 1QT	BGL32701



# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

**A4**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation Page (13)

#### Schedule 1

#### Real Property

#### Part 1 - Registered Land (continued)

16	Putney, 154-160 Upper Richmond Road, London SW15 2SW	TGL120089 TGL120088
17	Battle Close, North Road, South Wimbledon, London SW19 1AQ	TGL145130
18	Streatham, 20 Ockley Road, London SW16 1UB	TGL170171 TGL137585
19	Sunbury, The Avenue, Sunbury-On- Thames, Middlesex TW16 5EQ	SY710388
20	Ibex House, 42 - 47 Minories, London EC3N 1DY	EGL571231
21	Vine Street, Uxbridge, Middlesex UB8 1TD	AGL60614
22	1 The Plaza, Denmark Street, Wokingham, Berkshire RG40 2LD	BK378821
23	Wood Green Shopping City, 98-100 High Street, Wood Green, London N22 6YQ	EGL356260

#### Part 2 - Unregistered Land

##### 1) Holmes Place Health Clubs Limited

No.	Description of Property
1	The leasehold property at Collingwood Business Centre, Mercers Road, Islington, London N19 4PJ as demised by a lease dated 22 April 1999 between Desilu Estates Ltd (1) and Holmes Place Limited (2)
2	The leasehold property being Unit 8, Parris Wood Leisure Park, Wilmslow Road, Didsbury, Manchester M20 5PG as demised by a lease dated 28 November 2003 between Leisure II (Manchester) Limited (1), Leisure II (Manchester Two) Limited (2), Holmes Place Health Clubs Limited (3) and Holmes Place Holdings Limited

##### 2) Virgin Active Holdings Limited

No.	Description of Property
1	The leasehold property at Unit 4, The Printworks, 27 Withy Grove, Manchester M4 2BS as demised by a lease dated 20 October 2008 made between Tael Sarl (1) and Virgin Active Holdings Limited (2)

# MR04 - continuation page

Statement of satisfaction in full or in part of a charge

**A4**

## Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Continuation Page (14)				
Schedule 2				
Securities				
Part 1 - Shares				
Name of Chargor	Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)	Registered holder
Holmes Place Health Clubs Limited	Holmes Place Management Limited	100	£1 00 ordinary shares	Holmes Place Health Clubs Limited
Virgin Active Holdings Limited	Holmes Place Health Clubs Limited	60,350,000	£1 00 ordinary shares	Virgin Active Holdings Limited
		350,000	£0 50 B shares	
Virgin Active Holdings Limited	Virgin Active Limited	621,059	£0 001 ordinary shares	Virgin Active Holdings Limited
Virgin Active Holdings Limited	Virgin Gyms Limited	144,480,619	£1 00 ordinary shares	Virgin Active Holdings Limited
Virgin Active Holdings Limited	Virgin Active Italia S p A	102,564	€1 00 ordinary shares	Virgin Active Holdings Limited
Virgin Active Holdings Limited	Virgin Active España S A U	350,000	€10 00 ordinary shares	Virgin Active Holdings Limited
Virgin Active Investment Holdings Limited	Virgin Active Holdings Limited	1,433,710	£0 01 ordinary shares	Virgin Active Investment Holdings Limited
		7,035,176	£1 00 preference shares	
		6,659,464	£1 00 A preference shares	

### Part 2 - Other Securities

None as at the date hereof

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

**A4**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

**Continuation Page (15)**  
**Schedule 3**

#### Specified Contracts

- 1 The Hedging Agreements
- 2 The licence between Virgin Enterprises Limited and Virgin Active Limited relating to the operation of gyms and fitness centres in the UK dated 23 February 2002, as assigned to Virgin Active Holdings Limited on 31 October 2006 and as amended on 7 April 2010
- 3 The licence between Virgin Enterprises Limited and Virgin Active Limited relating to the operation of gyms and fitness centres in Europe dated 23 February 2002, as amended on 27 February 2004, as assigned to Virgin Active Holdings Limited on 31 October 2006, as amended on 19 December 2007 and as amended on 7 April 2010
- 4 The sub-licence between Virgin Enterprises Limited, Virgin Active Holdings Limited and Holmes Place Health Clubs Limited relating to the operation of gyms and fitness centres in the UK dated 31 October 2006
- 5 The sub-licence between Virgin Enterprises Limited, Virgin Active Holdings Limited and Virgin Active Limited relating to the operation of gyms and fitness centres in the UK dated 31 October 2006
- 6 The sub-licence between Virgin Enterprises Limited, Virgin Active Holdings Limited and Virgin Active Italia S p A relating to the operation of gyms and fitness centres in Italy dated 31 October 2006
- 7 The sub-licence between Virgin Enterprises Limited, Virgin Active Holdings Limited and Virgin Active España S.A U. relating to the operation of gyms and fitness centres in Spain dated 31 October 2006
- 8 The sub-licence between Virgin Enterprises Limited, Virgin Active Holdings Limited and Virgin Active Portugal, Sociedade Unipessoal, Lda relating to the operation of gyms and fitness centres in Portugal dated 31 October 2006