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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

2111

4537332

Name of company

* Bannatyne's Health Club (Rotherham) Limited (the "Chargor")

Date of creation of the charge

16 July 2004

Description of the instrument (if any) creating or evidencing the charge (note 2)

Legal Mortgage (the "Charge")

Amount secured by the mortgage or charge

All definitions are given at the end of this Form 395

1. All sums of money which have been or are now or may hereafter at any time or from time to time be advanced to Bannatyne Fitness Limited (CN 3827770) by any of the Lenders pursuant to the Facility Agreement.
2. All other indebtedness and/or liabilities whatsoever of the Chargor to the Security Trustee, the Agent or any of the Lenders pursuant to the Facility Agreement present, future, actual and/or contingent and whether on any banking or other account or otherwise in any manner whatsoever including such indebtedness and/or liabilities due under the terms of the Charge (whether alone or jointly or severally with any person and in whatever style, name or form and whether as principal or surety).

(cont. on page 2 of continuation sheet)

Names and addresses of the mortgagees or persons entitled to the charge

AIB Group (UK) p.l.c. in its capacity as security trustee for the Agent and the Lenders whose registered office is at 4 Queen's Square, Belfast (the "Security Trustee")

Postcode BT1 3DJ

Presentor's name address and reference (if any):

Dickinson Dees
St Ann's Wharf
112 Quayside
Newcastle upon Tyne
NE99 1SB

NFN 1416661

Time critical reference

For official Use
Mortgage Section

Post room



A45
COMPANIES HOUSE

0567
27/07/04

Short particulars of all the property mortgaged or charged

Under the Charge the Chargor (to the intent that the security created shall rank as a continuing security in favour of the Security Trustee) with full title guarantee charges to the Security Trustee as security for payment and discharge of the Secured Obligations:-

1. by way of legal mortgage the Property (the "Mortgaged Property");
2. by way of specific charge the goodwill and connection of any business or businesses now or at any time during the continuance of the security carried on by or for the account of the Chargor upon all or part of the Mortgaged Property; and
3. by way of floating security all moveable plant, machiney, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Chargor now and from time to time placed on or used in or about the Mortgaged Property (which expression shall where the context so admits include all such items) such floating charge to crystallise (if it has already done so) upon the earlier of:-

(continued on page 4 of continuation sheet)

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Please complete
legibly, preferably
in black type, or
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25

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Dickinson Dees

Date

23/7/02

On behalf of ~~[company]~~ [mortgagee/chargee]†

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

†delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

Particulars of a mortgage or charge (continued)

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
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in black type, or
bold block lettering

Company Number

4537332

Name of Company

Bannatyne's Health Club (Rotherham) Limited (the "Chargor")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Continued from page 1

3. All costs and expenses incurred by the Security Trustee, the Agent or any of the Lenders and/or any Receiver (including any Receiver's remuneration) in relation to the Charge or any other Security and/or any such advances, indebtedness and/or liabilities on a full indemnity basis (such costs, charges and expenses shall for the avoidance of doubt include all amounts which the Security Trustee may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of the Charge or any other Security and the recovery of the liabilities secured by it).

4. The amount of any acceptance or other credits and any cheques, notes or bills from time to time given or assumed by the Security Trustee, the Agent or any of the Lenders and all commission, discount and banking charges.

5. Interest and charges upon or relating to all such advances, indebtedness, liabilities, unpaid interest, costs and expenses, acceptance credits, cheques, notes, bills, commission, discount and banking charges until demand at the Agreed Rate of Interest or, in default of any Agreed Rate of Interest, at the Specified Rate of Interest and from and after demand until full discharge (as well after as before judgment) at the Specified Rate of Interest or the Agreed Rate of Interest (whichever is the higher) and such interest shall be calculated on a daily basis compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Security Trustee to require payment of such interest.

(paragraphs 1,2,3,4 and 5 above being the "Secured Obligations")

In this form 395 the following words and phrases shall have the following meanings:-

"Agent" - means the Agent under the Facility Agreement from time to time;

"Agreed Rate of Interest" - means the most recent rate of interest from time to time agreed between the Security Trustee and the Chargor;

"Borrower" - means Bannatyne Fitness Limited (CN 3287770);

"Facility Agreement" - means the Facility Agreement dated 26 June 2001 made between the Borrower (1) various subsidiaries of the Borrower (2) AIB Group (UK) p.l.c. and National Westminster Bank PLC (as Lenders) (3) AIB Group (UK) p.l.c. (as Working Capital Provider) (4) AIB Group (UK) p.l.c. (as Agent) (5) and AIB Group (UK) p.l.c. (as Security Trustee) (6) as amended, novated, restated or supplemented from time to time;

"Lenders" - means the Lenders as defined in the Facility Agreement;

"Property" - means the land known as the Health Club, Bawtry Road, Rotherham which is more particularly described in a Lease dated 1 July 2004 made between Wm Morrison Supermarkets plc (1) the Company (2) and the Borrower (3);

"Receiver" - means a receiver appointed by the Security Trustee pursuant to the Charge;

"Security" - means any and all debentures, legal mortgages, charges, assignments or security interests or any other agreements or arrangements which have the effect of creating security or payment priority from time to time in each case for the Secured Obligations; and

"Specified Rate of Interest" - means a rate calculated on a daily basis five per cent (5%) per annum above the Base Rate of the Bank of England from time to time.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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in black type, or
bold block lettering

(a) a demand being made for payment (without any necessity for such demand to refer specifically to such crystallisation); or

(b) the date of service of any notice given by the Security Trustee to the Chargor that it shall convert the floating security into a specific charge as regards any assets specified in the notice which the Security Trustee shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened to be levied.

NB The Charge contains covenants by the Chargor not to create or permit to subsist any mortgage, charge or encumbrance in favour of any other party or affecting the property charged to the Security Trustee by the Charge or any part or parts thereof without the prior written consent of the Security Trustee.

Please complete
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in black type, or
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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 04537332

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 16th JULY 2004 AND CREATED BY BANNATYNE'S HEALTH CLUB (ROTHERHAM) LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM BANNATYNE FITNESS LIMITED TO ANY OF THE LENDERS AND FROM THE COMPANY TO AIB GROUP (UK) P.L.C. IN ITS CAPACITY AS SECURITY TRUSTEE FOR THE AGENT AND THE LENDERS THE AGENT OR ANY OF THE LENDERS UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th JULY 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —