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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

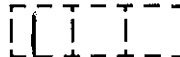
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4537332

Name of company

\* Bannatyne's Health Club (Rotherham) Limited

Date of creation of the charge

16 July 2004

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

Mortgage Debenture (the "Debenture")

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 the Borrower by any of the Lenders pursuant to the Facility Agreement.

2. All other indebtedness and/or liabilities whatsoever of the Company 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 Debenture (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 1416636

Time critical reference

For official Use  
Mortgage Section

Post room



A45  
COMPANIES HOUSE

\*AK19WX52\*

0568  
27/07/04

Short particulars of all the property mortgaged or charged

Under the Debenture the Company (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 fixed equitable charge all estates or interests in any freehold and leasehold property now and at any time during the continuance of the security constituted by the Debenture belonging to or charged to the Company and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in any freehold or leasehold property an interest in which is charged under the Debenture (together "the Equitably Charged Property") and/or the proceeds of sale of the Equitably Charged Property;

2. by way of fixed charge all book debts and other debts now and from time to time due or owing to the Company and all moneys which the Company receives in respect thereof;

(cont. on page 1 of continuation sheet)

Particulars as to commission allowance or discount (note 3)

Nil

Signed Dickinson Dees

Date 23/7/04

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

**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

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

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

CHFP025

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

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

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company Number

4537332

Name of Company

Bannatyne's Health Club (Rotherham) Limited

Limited\*

\* delete if  
inappropriate

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

Continued from page 1

3. (on a full indemnity basis) all costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the realisation, enforcement, protection or perfection of rights under the Debenture and the security constituted by the Debenture or any other Security or the recovery of any of the indebtedness or other liabilities of the Company by the Security Trustee, or by any Receiver, any Administrator or by any delegate or sub-delegate appointed by the Security Trustee pursuant to the Debenture including (but without prejudice to the generality of the foregoing) remuneration payable to any Receiver, Administrator, delegate or sub-delegate as aforesaid.

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:-

"Administrator" - means an administrator appointed under the Insolvency Act 1986;

"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 Company;

"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;

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

"Security" - means any and all debentures, 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;

"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.

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Please do not  
write in this  
binding margin

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

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

(Continued from page 2)

3. by way of fixed charge all balances standing to the credit of any current, deposit or other account of the Company with the Security Trustee (including, inter alia, any account with the Security Trustee designated a realisations account for the proceeds of disposal of any of the assets of the Company) or with other bankers, financial institutions or similar third parties;

4. by way of fixed charge all stocks, shares and/or other securities in any other body corporate whether or not certificated (together "the Securities") now or at any time during the continuance of the security constituted by the Debenture belonging to the Company (including, without prejudice to the generality of the foregoing, loan capital, indebtedness or liabilities on any account or in any manner owing to the Company) and all rights in respect of or incidental to the Securities;

5. by way of fixed charge the goodwill and the uncalled capital of the Company now or at any time hereafter in existence and future calls and the licences, patents, patent applications, trade names and rights in trade marks, copyrights, whether registered or not, rights in the nature of copyright, registered designs, know how, inventions, rights in confidential information, service marks and all other intellectual property rights now or at any time during the continuance of the security constituted by the Debenture belonging to the Company;

6. by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment now or at any time during the continuance of the security constituted by the Debenture belonging to the Company other than insofar as it is part of the Company's stock in trade; and

7. by way of floating charge its undertaking and all its other property, assets and rights whatsoever and wheresoever present and/or future, including those located in Scotland from time to time and those expressed as charged by way of fixed charge if, and to the extent that, such charge may fail for any reason to operate as a fixed charge including property and assets from time to time in Scotland.

NB The Debenture contains a covenant by the Company 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 Debenture or any part or parts thereof without the prior written consent of the Security Trustee.

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

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 MORTGAGE DEBENTURE 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. 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 —