

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

137915/297.  
**395**

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

[2] [ ] [ ] [ ]

Company number

5768129

Name of company

\* LONDON & REGIONAL (HEALTH CLUBS NO 4) LIMITED (the "Company")

Date of creation of the charge

2 August 2007

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

DEBENTURE ACCESSION DEED (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each present or future member of the Group to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations")

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (as security agent for the Secured Parties)(in such capacity, the "Security Agent") of New Usher House, 11 Earl Grey Street, Edinburgh

Postcode EH3 9BN

Presenter's name address and  
reference (if any)

Contact Denise Phillips  
DLA Piper UK LLP  
3 Noble Street  
London  
EC2V 7EE

68233 120367 15258078

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

TUESDAY



\*A8JMV3D\*

A45

14/08/2007

742

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

**1. ACCESSION OF THE ACCEDING COMPANY**

(a) Accession

(i) Each Acceding Company other than Next Generation Clubs (Holdings) Limited

(A) unconditionally and irrevocably undertook to and agreed with the Security Agent to observe and be bound by the Debenture, and

(B) created and granted at 2 August 2007 the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Charging Companies

continued on Addendum 4/4

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed DLA PIPER UK LLP

Date 10 / 8 / 2007

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

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

**Notes**

† delete as appropriate

- 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

Name of company

\*insert full name  
of Company

\* LONDON &amp; REGIONAL (HEALTH CLUBS NO 4) LIMITED (the "Company")

## Addendum 1/4

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

## Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

## NOTE.

## In this form:

"Acceding Companies" means the companies listed in schedule 1 of the Deed,

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4 2 (Security assignments) of the Debenture,

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"Cash Collateral Accounts" means each

- (a) Mandatory Prepayment Account, and
  - (b) Holding Account,
- (each as defined in the Senior Facilities Agreement)

and including but not limited to the accounts (if any) specified as such in part 3 of the schedule hereto (Details of Security Assets),

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

- (a) the securities specified in part 2 of the schedule hereto (Details of Security Assets), and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 3 June 2007) as at 3 June 2007 or in future owned (legally or beneficially) by a Charging Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Charging Company has an interest at any time,

"Charging Companies" means

- (a) the Original Charging Companies, and
- (b) any other company which accedes to the Deed pursuant to an Accession Deed (as defined in the Deed),

"Collection Account" has the meaning given to that term in clause 11 8(a)(iii) of the Deed,

"Debenture" means a debenture dated 3 June 2007 and made between (1) the Charging Companies named in it and (2) the Security Agent,

"Debenture Security" means the Security created or evidenced by or pursuant to the Deed or any Accession Deed,

"Declared Default" means an Event of Default in respect of which any notice has been issued or rights exercised by the agent

Name of company

\*insert full name  
of Company

\* LONDON & REGIONAL (HEALTH CLUBS NO 4) LIMITED (the "Company")

under the Senior Facilities Agreement under clause 25 20 (Rights on a default) of the Senior Facilities Agreement,

**"Default"** means an Event of Default or any event or circumstance specified in clause 28 (Events of Default) of the Senior Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default,

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver,

**"Event of Default"** means any event or circumstance specified as such in clause 28 (Events of Default) of the Senior Facilities Agreement,

**"Finance Document"** means the Senior Facilities Agreement, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Senior Facilities Agreement) and any other document designated as a "Finance Document" by the Agent (as defined in the Senior Facilities Agreement) and the Parent,

**"Finance Party"** means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender (each as defined in the Senior Facilities Agreement),

**"Group"** means the Parent, the Target (as defined in the Senior Facilities Agreement) and each of their respective Subsidiaries (as defined in the Senior Facilities Agreement) for the time being,

**"Holding Account"** means an interest bearing account

- (a) held in the United Kingdom by a member of the Group with the Agent or Security Agent,
- (b) identified in a letter between the Parent and the Agent as a Holding Account, and
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent,

(as the same may be redesignated, substituted or replaced from time to time),

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest including, without limitation

- (a) any present and future Key-man Policy, and
- (b) the policies of insurance (if any) specified in part 6 of the schedule hereto (Details of Security Assets),

**"Intellectual Property"** means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to

- (a) any patents, registered and unregistered trade marks and service marks, registered designs, utility models, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names, and
- (b) the benefit of all applications for, all rights to use, and any other rights of every kind deriving from or through the exploitation of, any of assets mentioned in paragraph (a) of this definition, (including, without limitation, the intellectual property rights (if any) specified in part 4 of the schedule hereto (Details of Security Assets)),

**"Key-man Policy"** means each key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by the Parent in respect of the death and

Name of company

\*insert full name  
of Company

\* LONDON &amp; REGIONAL (HEALTH CLUBS NO 4) LIMITED (the "Company")

disability and/or critical illness of the following individuals and in not less than the following respective amounts and terms

Name of individual	Amount (£)	Term
Scott Lloyd	500,000	until at least March 2008
Mark Hinds	500,000	until at least March 2008

and any substitute or replacement policy entered into relating to the same,

**"Lender"** means

- (a) any Original Lender (as defined in the Senior Facilities Agreement), and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party (as defined in the Senior Facilities Agreement) in accordance with clause 29 (Changes to the Lenders) of the Senior Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Senior Facilities Agreement,

**"Original Charging Companies"** means Versailles Holdco Limited with CRN 6261288 and Versailles Bidco Limited with CRN 6261643,**"Parent"** means Versailles Holdco Limited with CRN 6261288,**"Permitted Disposal"** means any sale, lease, licence, transfer or other disposal which is on arm's length terms

- (a) of trading stock or cash made by any member of the Group in the ordinary course of trading of the disposing entity,
- (b) of any asset by a member of the Group (the "Disposing Company") to another member of the Group (the "Acquiring Company"), but if
- (i) the Disposing Company (as defined in the Senior Facilities Agreement) is an Obligor (as defined in the Senior Facilities Agreement), the Acquiring Company (as defined in the Senior Facilities Agreement) must also be an Obligor,
- (ii) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset, and
- (iii) the Disposing Company is a Guarantor (as defined in the Senior Facilities Agreement), the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company,
- (c) provided no Default (as defined in the Senior Facilities Agreement) has occurred which is continuing, of assets (other than shares, businesses, Intellectual Property and Real Property) the proceeds of which are applied in exchange for other assets comparable or superior as to type, value or quality as soon as possible but in any event within six months of receipt or such longer period as the Majority Lenders (as defined in the Senior Facilities Agreement) may agree provided that the aggregate amount of all such Disposals Proceeds (as defined in the Senior Facilities Agreement) shall not exceed £500,000 in any period of 12 months from the Closing Date (as defined in the Senior Facilities Agreement) and such Disposal Proceeds shall during such period be retained in a Holding Account,
- (d) of obsolete or redundant vehicles, plant and equipment for cash,
- (e) of Cash Equivalent Investments (as defined in the Senior Facilities Agreement) for cash or in exchange for other Cash Equivalent Investments,
- (f) constituted by a licence of intellectual property rights permitted by clause 27 29 (Intellectual Property) of the Senior

Name of company

\*Insert full name  
of Company

\* LONDON &amp; REGIONAL (HEALTH CLUBS NO 4) LIMITED (the "Company")

Facilities Agreement, and

(g) arising as a result of any Permitted Security,

**"Permitted Security"** means

(a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group,

(b) any netting or set-off arrangement entered into by any member of the Group with an Ancillary Lender (as defined in the Senior Facilities Agreement) in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group,

(c) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the Closing Date if

(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group,

(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group, and

(iii) the Security or Quasi-Security is removed or discharged within 90 days of the date of acquisition of such asset,

(d) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the Closing Date, where the Security or Quasi-Security is created before the date on which that company becomes a member of the Group if

(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company,

(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that company, or

(iii) the Security or Quasi-Security is removed or discharged within 90 days of the date of that company becoming a member of the Group,

(e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group,

(f) any Security or Quasi-Security (existing as at 3 June 2007) over assets of any member of the Target Group or NGC Group (each as defined in the Senior Facilities Agreement) so long as the Security or Quasi-Security is irrevocably removed or discharged by no later than the Closing Date,

(g) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal, or

(h) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (f) of the definition of "Permitted Financial Indebtedness" (as defined in the Senior Facilities Agreement),

(i) a charge dated 20 June 2001 created by David Lloyd Leisure Limited in favour of Southampton City Council,

(j) a charge dated 18 September 1995 created by David Lloyd Leisure Limited in favour of the City of Newcastle upon Tyne,

(k) a charge dated 18 September 1995 created by Castledene Leisure Limited in favour of The Council and City of Newcastle upon Tyne,

Name of company

\*insert full name  
of Company

\* LONDON &amp; REGIONAL (HEALTH CLUBS NO 4) LIMITED (the "Company")

(l) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (k) above) does not exceed £500,000 (or its equivalent in other currencies),

**"Permitted Transaction"** means

- (a) any Disposal (as defined in the Senior Facilities Agreement) required by the terms of the Finance Documents,
- (b) any Financial Indebtedness (as defined in the Senior Facilities Agreement) arising under the Finance Documents,
- (c) any guarantee or indemnity entered into in favour of any Finance Party under the Finance Documents,
- (d) any Security or Quasi-Security granted in favour of any Finance Party under the Finance Documents,
- (e) any loan arising under the Finance Documents, or
- (f) the solvent liquidation or reorganisation of any Non-Obligor (as defined in the Senior Facilities Agreement) so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group,

**"Quasi-Security"** has the meaning given to that term in clause 27 15 (Negative pledge) of the Senior Facilities Agreement,

**"Real Property"** means

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property,

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT (as defined in the Senior Facilities Agreement) and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing,

**"Receiver"** means any receiver, receiver and manager or administrative receiver appointed by the Security Agent under the Deed,

**"Related Rights"** means, in relation to any Charged Securities

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

**"Relevant Contract"** means

- (a) each Acquisition Document (as defined in the Senior Facilities Agreement),
- (b) each Hedging Agreement (as defined in the Senior Facilities Agreement), and

Name of company

\*insert full name  
of Company

\* LONDON & REGIONAL (HEALTH CLUBS NO 4) LIMITED (the "Company")

(c) each agreement specified in part 5 of the schedule hereto (Details of Security Assets) or specified in any Accession Deed as a "Material Contract",

together with each other agreement supplementing or amending or novating or replacing the same,

**"Secured Parties"** means each Finance Party from time to time party to the Senior Facilities Agreement, any Receiver or Delegate,

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed, and

**"Security Period"** means the period beginning 3 June 2007 and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents,

**"Senior Facilities Agreement"** means the sterling term bridge and multicurrency revolving facilities agreement dated 3 June 2007 and made between (1) the Parent, (2) the Company, (3) the companies listed in part 1 of schedule 1 to it as Original Borrowers, (4) the companies listed in part 1 of schedule 1 to it as Original Guarantors, (5) The Governor and Company of the Bank of Scotland as Arranger, (6) the banks and financial institutions listed in part 2 of schedule 1 to it as Original Lenders, (7) The Governor and Company of the Bank of Scotland as Agent (8) The Governor and Company of the Bank of Scotland as the Security Agent and (9) The Governor and Company of the Bank of Scotland as Original Issuing Bank,

**"Transaction Security Documents"** means each of the documents specified in

- (a) clause 27 41(b) of the Senior Facilities Agreement,
- (b) paragraph 3(e) of part 1 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement,
- (c) paragraph 2(c) and 3(d) of part 2 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement, and
- (d) paragraph 12 of part 3 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement

together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document

**SEE ATTACHED SCHEDULE**



Name of company

\*insert full name  
of Company

\* LONDON &amp; REGIONAL (HEALTH CLUBS NO 4) LIMITED (the "Company")

## Addendum 3/4

## 3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

## 4 Short particulars of all the property mortgaged or charged (continued)

(ii) Next Generation Clubs (Holdings) Limited

(A) unconditionally and irrevocably undertook to and agreed with the Security Agent to observe and be bound by the Debenture in respect of the charges created by it under the Deed as set out in clause 2(a)(ii)(B) of the Deed, and

(B) created and granted at 2 August 2007 the charges, mortgages, assignments and other security stated to be created or granted under clause 4 1(e) of the Debenture only,

as if it had been an original party to the Debenture as one of the Charging Companies

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (Accession) of the Deed, the Company (jointly and severally with the other Charging Companies and each other Acceding Company), covenanted in the terms set out in clause 2 of the Debenture (Covenant to pay)

(c) Charge and assignment

Without prejudice to the generality of clause 2(a)(i) (Accession) of the Deed, and subject to clause 2(a)(ii) (Accession) of the Deed, the Company with full title guarantee, charged and assigned (and agreed to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (Grant of security), 4 (Fixed security) and 5 (Floating charge) of the Debenture including (without limiting the generality of the foregoing)

(i) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Company (including, without limitation, the property specified against its name in part 1 of the schedule hereto (Details of Security Assets owned by the Company) (if any)),

(ii) by way of first fixed charge

(A) all the Charged Securities (including, without limitation, those specified against its name in part 2 of the schedule hereto (Details of Security Assets owned by the Company) (if any)), together with

(B) all Related Rights from time to time accruing to them,

Name of company

\*insert full name  
of Company

\* LONDON & REGIONAL (HEALTH CLUBS NO 4) LIMITED (the "Company")

(iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of the schedule hereto (Details of Security Assets owned by the Company) and all monies at any time standing to the credit of such accounts,

(iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of the schedule hereto (Details of Security Assets owned by the Company) (if any)),

(v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 of the schedule hereto (Details of Security Assets owned by the Company) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them, and

(vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 of the schedule hereto (Details of Security Assets owned by the Company) (if any)), all claims under the Insurances and all proceeds of the Insurances

(d) Application of proceeds of Key-man Policy

Without prejudice to any other provision of the Deed, Next Generation Clubs Limited ("NGC Limited") agreed as follows

(i) NGC Limited shall procure that all proceeds paid by the relevant insurer (the "Insurer") in respect of a Key-man Policy are paid into the Holding Account,

(ii) if, notwithstanding clause 2(d)(i) of the Deed, any proceeds paid under a Key-man Policy are received by NGC Limited, NGC Limited shall pay such proceeds to the Holding Account as soon as reasonably practicable after receipt by it and pending such payment shall hold such proceeds on trust for the Security Agent,

(iii) any amounts standing to the credit of the Holding Account may be utilised by NGC Limited to pay or reimburse any costs, expenses or liabilities properly incurred by NGC Limited in recruiting a full time, permanent replacement for the life assured in accordance with clause 27 28 (Service Contracts) of the Senior Facilities Agreement, unless

(A) an Event of Default has occurred and is continuing, in which case the Lender may apply such amounts in or towards discharge of the Secured Obligations, or

(B) save in respect of clause 28 13 (Change of management) of the Senior Facilities Agreement, a Default has occurred and is continuing, in which case, without prejudice to clause 2(d)(iii)(A) of the Deed, the proceeds shall remain in the Holding Account until the earliest of the following

(1) such Default is waived in accordance with the provisions of the Senior Facilities Agreement (the "Waiver"), or

(2) such Default is remedied in accordance with the provisions of the Senior Facilities Agreement (the "Remedy"), or

(3) the end of the period of 30 days from the date of payment of such proceeds by the Insurer (the "Lapse"),

after which time NGC Limited may use amounts standing to the credit of the Holding Account to recruit, in accordance with clause 2(d) of the Deed and clause 27 28 (Service Contracts) of the Senior Facilities Agreement, a replacement for the life assured

(e) Consent

Pursuant to clause 23 3 of the Debenture (Accession Deed), the Parent (as agent for itself and the existing Charging Companies)

(i) consented to the accession of the Company to the Debenture on the terms of the Deed, and

(ii) agreed that the Debenture shall, after 2 August 2007, be read and construed as if the Company had been named in the Debenture as a Charging Company

Name of company

\*insert full name  
of Company

\* LONDON &amp; REGIONAL (HEALTH CLUBS NO 4) LIMITED (the "Company")

**2. GRANT OF SECURITY****2.1 Nature of security**

All Security and dispositions created or made by or pursuant to the Deed are created or made

- (a) in favour of the Security Agent,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

**1 2 Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

**3. FIXED SECURITY****3.1 Fixed charges**

The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage
  - (i) the Real Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets), and
  - (ii) all other Real Property (if any) of 3 June 2007 vested in, or charged to, the Company (not charged by clause 4 1(a)(i) of the Deed,
- (b) by way of first fixed charge
  - (i) all other Real Property and all interests in Real Property (not charged by clause 4 1(a) of the Deed),
  - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
  - (iii) the proceeds of sale of all Real Property,
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4 1(a) or 4 1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge
  - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Deed), and
  - (ii) the benefit of all contracts, licences and warranties relating to the same, other than any which are for the time being part of the Company's stock-in-trade or work-in-progress),
- (e) by way of first fixed charge
  - (i) the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets), and
  - (ii) all other Charged Securities (not charged by clause 4 1(e)(i) of the Deed),

Name of company

\*insert full name  
of Company

\* LONDON & REGIONAL (HEALTH CLUBS NO 4) LIMITED (the "Company")

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

(f) by way of first fixed charge

(i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,

(ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and

(iii) all accounts of the Company with any bank, financial institution or other person at any time (not charged by clauses 4 1(f)(i) or 4 1(f)(ii) of the Deed) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge

(i) the Intellectual Property (if any) specified in part 4 of the schedule hereto (Details of Security Assets), and

(ii) all other Intellectual Property (if any) (not charged by clause 4 1(g)(i) of the Deed),

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (Security Assignments) of the Deed by way of first fixed charge such Assigned Asset,

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)

(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets, and

(ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Company

### 3.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom,

(b) each of the following

(i) each present and future Key man Policy,

(ii) all Insurances specified in part 6 of the schedule hereto (Details of Security Assets), and

(iii) all other Insurances (not assigned by clauses 4 2(b)(i) and 4 2(b)(i)(ii) of the Deed, and all claims under the Insurances and all proceeds of the Insurances, and

(c) all other Receivables (not assigned under clauses 4 2(a) or 4 2(b) of the Deed)

Name of company

\*insert full name  
of Company

\* LONDON &amp; REGIONAL (HEALTH CLUBS NO 4) LIMITED (the "Company")

To the extent that any Assigned Asset described in clause 4 2(b) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Relevant Contract or such Insurances

### 3.3 Assigned Assets

The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed

## 4. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4 1 (Fixed charges) or clause 4 2 (Security assignments) or any other provision of the Deed, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

## 5. CONVERSION OF FLOATING CHARGE

### 5.1 Conversion by notice

The Security Agent may, by written notice to the Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Company specified in the notice if

- (a) an Event of Default has occurred and is continuing, or
- (b) the Security Agent (acting reasonably) considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

### 5.2 Small companies

The floating charge created under the Deed by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company

### 5.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

- (a) in relation to any Security Asset which is subject to a floating charge if
  - (i) the Company creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or
  - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and
- (b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

### 5.4 Scottish property

Name of company

\*insert full name  
of Company

\* LONDON & REGIONAL (HEALTH CLUBS NO 4) LIMITED (the "Company")

Clause 6 3 (Automatic conversion) of the Deed will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion

**5.5 Partial conversion**

The giving of a notice by the Security Agent pursuant to clause 6 1 (Conversion by notice) of the Deed in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties

**6. CONTINUING SECURITY**

**6.1 Continuing security**

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period

**6.2 Additional and separate security**

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation

**6.3 Right to enforce**

The Deed may be enforced against the Company without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them

**7. LIABILITY OF CHARGING COMPANIES RELATING TO SECURITY ASSETS**

Notwithstanding anything contained in the Deed or implied to the contrary, the Company remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation

**8. UNDERTAKINGS BY THE CHARGING COMPANIES**

**8.1 Negative pledge and Disposals**

Except as expressly permitted by the Senior Facilities Agreement, the Company shall not do or agree to do any of the following without the prior written consent of the Security Agent

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction)

**8.2 Security Assets generally**

The Company shall

- (a) not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Security Assets (except as expressly permitted under the Senior Facilities Agreement),

Name of company

\*insert full name  
of Company

\* LONDON &amp; REGIONAL (HEALTH CLUBS NO 4) LIMITED (the "Company")

(b) not do, cause or permit to be done anything which is reasonably likely to a material extent to depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect)

### 8.3 Dealings with and realisation of Receivables and Collection Accounts

(a) The Company shall without prejudice to clause 11 1 (Negative pledge and Disposals) of the Deed (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable,

## 9. FURTHER ASSURANCES

### 9.1 Further action

The Company shall (and the Parent shall procure that the Company shall) at its own expense, promptly upon request do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document,
- (b) after this Debenture Security has become enforceable facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document

This includes

- (i) the re-execution of the Deed or such Transaction Security Document,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Security Agent may reasonably require

### 9.2 Finance Documents

The Company shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents

### 9.3 Specific security

Without prejudice to the generality of clause 20 1 (Further assurances) of the Deed, the Company will promptly upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 6 (Conversion of floating charge) of the Deed)

## 10. POWER OF ATTORNEY

Company number

5768129

Name of company

\*insert full name  
of Company

\* LONDON & REGIONAL (HEALTH CLUBS NO 4) LIMITED (the "Company")

The Company, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action following enforcement of the Debenture Security which the Company is obliged to take under the Deed, including under clause 20 (Further assurances) of the Deed or if no Declared Default has occurred which the Company has failed to take at the times and in the manner contemplated The Company ratified and confirmed whatever any attorney does or



## SCHEDULE

### Details of Security Assets owned by the Acceding Companies

#### Part 1 - Charged Real Property

Registered land			
Acceding Company	Address / Property name	County/District/London borough	Title number
Nextgen Limited	Harbour Club, Notting Hill	Notting Hill	NGL794304
Next Generation Amida Beckenham Limited	Amida Health Club, Stanhope Grove, Beckenham BR3 3HL	Beckenham	SGL669667
Next Generation Amida Services Limited	Twickenham Golf Course and Amida Health Club, Staines Road, Twickenham TW2 5JD	Twickenham	TGL265721
London & Regional (Health Clubs No.3) Limited and London & Regional (Health Clubs No.4) Limited	Land lying to the South of Moss Lane, Whittle-le-Woods, Chorley, Lancashire	Chorley, Lancashire	[Not available at date of this Deed]
London & Regional (Health Clubs No.3) Limited and London & Regional (Health Clubs No.4) Limited	Next Generation Club, Pensnett Road, Brierley Hill, Dudley, W Midlands	Dudley, W Midlands	[Not available at date of this Deed]
London & Regional (Health Clubs No.3) Limited and London & Regional (Health Clubs No.4) Limited	Land on the north side of The Havens, Ransomes Europark, Ipswich, Suffolk	Ipswich, Suffolk	[Not available at date of this Deed]
London & Regional (Health Clubs No.3) Limited and London & Regional (Health Clubs No.4) Limited	Land and buildings at the Greenaway Centre, Southmead, Bristol	Southmead, Bristol	[Not available at date of this Deed]
London & Regional (Health Clubs No.3) Limited and London & Regional (Health Clubs No.4) Limited	Next Generation Sports Club, Darenth Road, Dartford, Kent	Dartford, Kent	[Not available at date of this Deed]
London & Regional (Health Clubs No.3) Limited and London & Regional (Health Clubs No.4) Limited	Next Generation Club, St John's Playing Fields, off Hull Road, York YO10 3LG	York	[Not available at date of this Deed]

Registered land			
Acceding Company	Address / Property name	County/District/London borough	Title number
& Regional (Health Clubs No.4) Limited	Hull Road, York YO10 3LG		
London & Regional (Health Clubs No.3) Limited and London & Regional (Health Clubs No.4) Limited	Land and buildings at Coldham's Business Park, Norman Way, Off Coldham's Lane, Cambridge CB1 3LH	Cambridge	[Not available at date of this Deed]
London & Regional (Health Clubs No.3) Limited and London & Regional (Health Clubs No.4) Limited	Land and buildings at Mosquito Way, Hatfield Business Park, Hatfield, Herts AL10 9AX	Hatfield, Herts	[Not available at date of this Deed]
London & Regional (Health Clubs No.3) Limited and London & Regional (Health Clubs No.4) Limited	Squirrels Heath Lane, Gidea Park, Romford, Essex RM11 2DY	Romford, Essex	[Not available at date of this Deed]
London & Regional (Health Clubs No.3) Limited and London & Regional (Health Clubs No.4) Limited	Land at Carlton Park, Narborough, Blaby, Leicestershire	Blaby, Leicestershire	[Not available at date of this Deed]
London & Regional (Health Clubs No.3) Limited and London & Regional (Health Clubs No.4) Limited	Land at The Grove, Kembrey Park, Swindon, Wiltshire SN2 8LY	Swindon, Wiltshire	[Not available at date of this Deed]
London & Regional (Health Clubs No.3) Limited and London & Regional (Health Clubs No.4) Limited	The Harbour Club, Watermeadow Lane, London SW6 2RW	Hammersmith and Fulham, London	[Not available at date of this Deed]
London & Regional (Health Clubs No.3) Limited and London & Regional (Health Clubs No.4) Limited	Odyssey Glory Mill, Glory Mill Lane, Woburn Green, High Wycombe, Bucks HP10 0BX	High Wycombe, Bucks	[Not available at date of this Deed]

Unregistered land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
NONE				

### Part 2 - Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Next Generation Clubs (Holdings) Limited	Odyssey Glory Mill Limited	Ordinary	2,700,000	£1,350,000 divided into 2,700,000 ordinary shares of £0 50 each
Next Generation Clubs (Holdings) Limited	Next Generation Amida Services Limited	Ordinary	300	£300 divided into 300 ordinary shares of £1 each
Next Generation Clubs (Holdings) Limited	Next Generation Clubs Limited	Ordinary	453,843	£453,843 divided into 453,843 ordinary shares of £1 each
Next Generation Amida Services Limited	Next Generation Amida Beckenham Limited	Ordinary	100	£100 divided into 100 ordinary shares of £1 each
Next Generation Amida Services Limited	Next Generation Amida Hampton Limited	Ordinary	100	£100 divided into 100 ordinary shares of £1 each
Next Generation Amida Services Limited	Next Generation Amida Fleet Limited	Ordinary	100	£100 divided into 100 ordinary shares of £1 each

<b>Acceding Company</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>	<b>Issued share capital</b>
<b>Next Generation Clubs Limited</b>	<b>Harbour Club Operations Limited</b>	Ordinary	2	£100 divided into 2 ordinary shares of £1 each and 98 redeemable preference shares of £1 each
<b>Next Generation Clubs Limited</b>	<b>Harbour Club Operations Limited</b>	Redeemable Preference	98	£100 divided into 2 ordinary shares of £1 each and 98 redeemable preference shares of £1 each
<b>Next Generation Clubs Limited</b>	<b>Harbour Club Limited</b>	Ordinary	1,013,310	£2,951,324 divided into 1,013,310 ordinary shares of £0 10 each and 2,849,993 preference shares of £1 each
<b>Next Generation Clubs Limited</b>	<b>Harbour Club Limited</b>	Preference	2,849,993	£2,951,324 divided into 1,013,310 ordinary shares of £0 10 each and 2,849,993 preference shares of £1 each
<b>Next Generation Clubs Limited</b>	<b>Celsius Spa Limited</b>	Ordinary	2	£2 divided into 2 ordinary shares of £1 each
<b>Next Generation Clubs Limited</b>	<b>Newhaven Restaurant Limited</b>	Ordinary	1	£1 divided into 1 ordinary share of £1
<b>Next Generation Clubs Limited</b>	<b>Nextgen Limited</b>	Ordinary	2	£2 divided into 2 ordinary shares of £1 each

<b>Acceding Company</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>	<b>Issued share capital</b>
<b>Next Generation Clubs Limited</b>	<b>N G.C. Project Management Limited</b>	Ordinary	1	£1 divided into 1 ordinary share of £1
<b>Next Generation Clubs Limited</b>	<b>Smilewood Limited</b>	Ordinary	1	£1 divided into 1 ordinary share of £1
<b>Next Generation Clubs Limited</b>	<b>London &amp; Regional (Health Clubs No.3) Limited</b>	Ordinary	2	£2 divided into 2 ordinary shares of £1 each
<b>Next Generation Clubs Limited</b>	<b>London &amp; Regional (Health Clubs No.4) Limited</b>	Ordinary	2	£2 divided into 2 ordinary shares of £1 each

### **Part 3 - Charged Accounts**

<b>Charged Accounts</b>			
<b>Account Holder</b>	<b>Account Number</b>	<b>Account Bank</b>	<b>Account bank branch address and sort code</b>
<b>Next Generation Clubs Limited</b>	39134903	<b>Natwest</b>	<b>City of London Office PO Box 12258 1 Princes Street London EC2R 8PA 60-00-01</b>
<b>Next Generation Clubs Limited</b>	39168166	<b>Natwest</b>	<b>City of London Office PO Box 12258 1 Princes Street London EC2R 8PA 60-00-01</b>
<b>Harbour Club Operations Limited</b>	19235933	<b>Natwest</b>	<b>Knightsbridge Branch PO Box 6037 186 Brompton Road London SW3 1XJ 60-04-04</b>
<b>Harbour Club Operations Limited</b>	19235941	<b>Natwest</b>	<b>Knightsbridge Branch PO Box 6037 186 Brompton Road London SW3 1XJ 60-04-04</b>
<b>Harbour Club Operations Limited</b>	84554495	<b>Natwest</b>	<b>Knightsbridge Branch PO Box 6037 186 Brompton Road London SW3 1XJ 60-04-04</b>

Charged Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Odyssey Glory Mill Limited	39279596	Natwest	City of London Office PO Box 12258 1 Princes Street London EC2R 8PA 60-00-01
Odyssey Glory Mill Limited	01463051	Allied Irish	51 Belmont Road Uxbridge UB8 1RZ 23-92-90
Next Generation Amida Beckenham Limited	51012391	Natwest	176 Fleet Road Hants GU51 4DE 60-08-42
Next Generation Amida Beckenham Limited	51034824	Natwest	176 Fleet Road Hants GU51 4DE 60-08-42
Next Generation Amida Hampton Limited	51012413	Natwest	176 Fleet Road Hants GU51 4DE 60-08-42
Next Generation Amida Hampton Limited	66030978	Natwest	176 Fleet Road Hants GU51 4DE 60-08-42
Next Generation Amida Hampton Limited	66007844	Natwest	176 Fleet Road Hants GU51 4DE 60-08-42

#### Part 4 - Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
None				
Part 4B - Patents				
Proprietor/ADP number	Patent number	Description		
None				

**Part 5 - Material Contracts**

<b>Acceding Company</b>	<b>Date of Relevant Contract</b>	<b>Parties</b>	<b>Details of Relevant Contract</b>
None			

## Part 6 - Insurances

Acceding Company	Insurer	Policy number
London & Regional (Health Clubs No 3) Limited, London & Regional (Health Clubs No 4) Limited and Next Generation Clubs Limited	Allianz	75/SP1576423/07
London & Regional (Health Clubs No 3) Limited, London & Regional (Health Clubs No 4) Limited and Next Generation Clubs Limited	Zurich	LV605040
London & Regional (Health Clubs No 3) Limited, London & Regional (Health Clubs No 4) Limited and Next Generation Clubs Limited	Zurich	CW605042
London & Regional (Health Clubs No 3) Limited, London & Regional (Health Clubs No 4) Limited and Next Generation Clubs Limited	Zurich	LA605072
London & Regional (Health Clubs No 3) Limited, London & Regional (Health Clubs No 4) Limited and Next Generation Clubs Limited	Zurich	AB605073
London & Regional (Health Clubs No 3) Limited, London & Regional (Health Clubs No 4) Limited and Next Generation Clubs Limited	Zurich	ED605090
London & Regional (Health Clubs No 3) Limited, London & Regional (Health Clubs No 4) Limited and Next Generation Clubs Limited	Zurich	AC605080
Next Generation Clubs Limited	Lutine Assurance Services Limited	209706
Next Generation Clubs Limited	Lutine Assurance Services Limited	209710



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05768129

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE ACCESSION DEED DATED THE 2nd AUGUST 2007 AND CREATED BY LONDON & REGIONAL (HEALTH CLUBS NO 4) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH PRESENT OR FUTURE MEMBER OF THE GROUP TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (AS SECURITY AGENT FOR THE SECURED PARTIES) (IN SUCH CAPACITY, THE SECURITY AGENT) AND/OR THE OTHER SECURED PARTIES (OR ANY OF THEM) 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 14th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st AUGUST 2007

A handwritten signature in cursive script, appearing to read 'Angela'.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES