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

*insert full name
of Company

COMPANIES FORM No. 395

159988/104

Particulars of a mortgage or charge

395

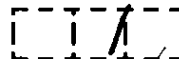
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05768129

Name of company

* London & Regional (Health Clubs No 4) Limited (the "Chargor")

Date of creation of the charge

18 July 2007

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

Debenture made between the Chargor (1) and the Security Trustee (2) (the
"Debenture")

Amount secured by the mortgage or charge

Please see attached schedule 1

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

Anglo Irish Bank Corporation plc
10 Old Jewry, London in its capacity as security trustee for the Finance
Parties (the "Security Trustee")

Postcode EC2R 8DN

Presentor's name address and
reference (if any)

Taylor Wessing LLP
Carmelite
50 Victoria Embankment
London
EC4Y 0DX

Ref. PXH/CGR

Time critical reference

AIB-4-1057/LRHC 4

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



AKENYRRB

A17

02/08/2007

568

COMPANIES HOUSE

Please see attached schedule 2

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this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Taylor Wessing LLP Date 31-07-07

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)*

† 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 situated 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**.

Definitions

Unless otherwise defined in the Form 395 and schedules, terms defined in the Facilities Agreement shall have the same meaning when used in the Debenture and the following expressions have the following meanings

"Account" means

- (a) the bank accounts listed in schedule 1 of the Debenture, and
- (b) any Designated Account

"Account Bank" means a bank with which the Chargor has an Account

"Assigned Agreements" means the agreements and documents referred to in paragraphs (f) and (g) of Clause 3.1 of the Debenture

"Charged Property" means all assets mortgaged, charged or assigned by the Chargor by the Debenture

"Debts" means all present and future book and other debts and rights to money and income (including Rental Income) liquidated and unliquidated owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank

"Designated Account" means an account of the Chargor

- (a) with any Finance Party, or
- (b) with any other bank which has been notified of the Security Trustee's interest in such account and has agreed in writing not to permit withdrawals from such account except with the written consent of the Security Trustee

"Development Documents" means the Initial Development Documents any other building contracts, professional appointments, warranty agreements in favour of the Chargor or under which the Chargor has rights which relate to a Development, and any other existing and future agreement or document relating to the acquisition, construction, management, design, servicing, marketing, development, operation and use of a Property (or any part of it)

"Enforcement Event" means any of the following events

- (a) the Agent declaring any of the Secured Liabilities to be immediately due and payable in accordance with the terms of the Facilities Agreement, or
- (b) any Finance Party exercising its acceleration rights under any other agreement under which any Secured Liabilities are owed, as a result of an event of default having occurred under such agreement

"Facilities Agreement" means a loan agreement dated 23 January 2007 between, among others, the Chargor, the Security Trustee and the other Finance Parties,

"Initial Development Documents" means the building contract, professional appointments, warranty agreements and other agreements relating to the

Development, which the Chargor is party to as set out in schedule 2 of the Debenture

"Intellectual Property" means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing

"Investment" means, any present and future

- (a) stock, share, bond or any form of loan capital of or in any legal entity including the Shares,
- (b) unit in any unit trust or similar scheme,
- (c) warrant or other right to acquire any such investment,

owned by the Chargor and any income, offer, right or benefit in respect of any such investment

"Lease" includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly

"Property" means each property described in schedule 3 to this Form 395 and schedules

"Shares" means all the shares specified in schedule 4 of the Debenture

SCHEDULE 1

Amount secured by the mortgage or charge

All liabilities of each Obligor or the Chargor owed or expressed to be owed to the Finance Parties under or in connection with the Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity including, in the case of each Obligor, anything which would have been a liability but for the fact that it is or becomes void, voidable, invalid, unenforceable or otherwise irrecoverable and any cost, loss or liability suffered by any Finance Party if such liability is or becomes void, voidable, invalid, unenforceable or otherwise irrecoverable

(the "**Secured Liabilities**")

SCHEDULE 2

Short particulars of all the property mortgaged or charged

1. Fixed Security

1 1 As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee

- (a) charged to the Security Trustee as trustee for the Finance Parties by way of legal mortgage all freehold or leasehold property owned by the Chargor at the date of the Debenture including each Property,
- (b) charged to the Security Trustee as trustee for the Finance Parties by way of equitable mortgage its interest in any freehold or leasehold property acquired by the Chargor after the date of the Debenture,
- (c) assigned to the Security Trustee as trustee for the Finance Parties its interest in any present or future licences under which the Chargor is entitled to occupy freehold or leasehold property,
- (d) assigned to the Security Trustee as trustee for the Finance Parties its interest in all Rental Income payable to or for the benefit of the Chargor,
- (e) charged to the Security Trustee as trustee for the Finance Parties by way of fixed charge its interest in
 - (i) all present and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property owned by the Chargor,
 - (ii) any Investment owned by it,
 - (iii) its present and future goodwill and uncalled capital,
 - (iv) any Intellectual Property,
 - (v) any money now or at any time after the date of the Debenture standing to the credit of each Account of the Chargor,
 - (vi) any money now or at any time after the date of the Debenture standing to the credit of any other present and future account of the Chargor with a bank or financial institution,
 - (vii) any present and future insurances in respect of any Charged Property and the proceeds of such insurances, and
 - (viii) any sum now or at any time after the date of the Debenture received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986,
- (f) assigned to the Security Trustee as trustee for the Finance Parties in respect of the Chargor, its interest in each Development Document and each management agreement relating to any Real Property under which the Chargor has any rights provided that if any such Development

Document or management agreement is expressed to be non-assignable then the Chargor charged its interest in it to the Security Trustee as trustee for the Finance Parties by way of fixed charge,

- (g) assigned to the Security Trustee as trustee for the Finance Parties its interest in all Hedging Agreements to which the Chargor is a party and the benefit of any guarantee or security for the performance of such Hedging Agreements provided that if any such Hedging Agreement, guarantee or security is expressed to be non-assignable then the Chargor charged its interest in it to the Security Trustee as trustee for the Finance Parties by way of fixed charge,
- (h) charged its interest in the Debts owing to the Chargor to the Security Trustee as trustee for the Finance Parties by way of fixed charge, and
- (i) charged to the Security Trustee as trustee for the Finance Parties by way of fixed charge, all other assets of the Chargor not charged or assigned by the previous paragraphs of this clause (other than the Chargor's stock in trade or work in progress)

2 Floating Security

2 1 Creation

As continuing security for the payment of the Secured Liabilities the Chargor charged to the Security Trustee as trustee for the Finance Parties by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Security Trustee by way of fixed security pursuant to Clause 3 1 of the Debenture

2 2 Conversion

Subject to Clause 4 3 of the Debenture, the Security Trustee may at any time by written notice to the Chargor convert the floating charge created by Clause 4 1 of the Debenture into a fixed charge as regards any assets specified in the notice if

- (a) an Enforcement Event has occurred, or
- (b) in the opinion of the Security Trustee such assets are at risk of becoming subject to any Security (other than in favour of the Security Trustee) or are otherwise at risk of ceasing to be within the ownership or control of the Chargor

2 3 Moratorium under 1986 Act

The Security Trustee shall not be entitled to convert the floating charge created by Clause 4 1 of the Debenture into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act 1986

2 4 Qualifying floating charge

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4 1 of the Debenture which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act 1986

3. Negative Covenants

Save as permitted by the Facilities Agreement, the Chargor shall not except with the prior written consent of the Security Trustee

- (a) sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets mortgaged, charged or assigned by it under clause 3 of the Debenture or, save for full consideration in money or money's worth and in the ordinary course of the Chargor's business, sell, transfer, lease, or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets charged by it by way of floating charge under clause 4 of the Debenture,
- (b) create, agree to create or allow to arise or remain outstanding any Security over any Charged Property, or
- (c) fix any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property to any land the freehold of which is not owned by the Chargor

SCHEDULE 3

Details of the Properties

- 1 All that leasehold property defined in a lease dated on or around the date of this charge made between Next Generation Clubs Limited (1), London & Regional (Health Clubs No 3) Limited (2) and London & Regional (Health Clubs No 4) Limited (3) relating to the whole of that leasehold property known as land and buildings at the Greenway Centre, Southmead, Bristol registered under title number BL99689 and comprised within a lease dated 19 April 2000 made between Southmead Development Trust Limited (1) Next Generation Clubs Limited (2)
- 2 All that leasehold property defined in a lease dated on or around the date of this charge made between Next Generation Clubs Limited (1), London & Regional (Health Clubs No 3) Limited (2) and London & Regional (Health Clubs No 4) Limited (3) relating to the whole of that freehold property known as land on the south side of Moss Lane, Whittle-le-Woods, Chorley registered under title number LA850882
- 3 All that leasehold property defined in a lease dated on or around the date of this charge made between Next Generation Clubs Limited (1), London & Regional (Health Clubs No 3) Limited (2) and London & Regional (Health Clubs No 4) Limited (3) relating to the whole of that freehold property known as Next Generation Club, Pensnett Road, Brierley Hill, Dudley, West Midlands registered under title numbers WM698020 and WM401306
- 4 All that leasehold property defined in a lease dated on or around the date of this charge made between Next Generation Clubs Limited (1), London & Regional (Health Clubs No 3) Limited (2) and London & Regional (Health Clubs No 4) Limited (3) relating to the whole of that freehold property known as land on the north side of The Havens, Ransomes Europark, Ipswich, Suffolk registered under title number SK199313
- 5 All that leasehold property defined in a lease dated on or around the date of this charge made between Next Generation Clubs Limited (1), London & Regional (Health Clubs No 3) Limited (2) and London & Regional (Health Clubs No 4) Limited (3) relating to the whole of that freehold property known as Next Generation Sports Club, Darenth Road, Dartford, Kent registered under title number K680496
- 6 All that leasehold property defined in a lease dated on or around the date of this charge made between Next Generation Clubs Limited (1), London & Regional (Health Clubs No 3) Limited (2) and London & Regional (Health Clubs No 4) Limited (3) relating to the whole of that freehold property known as Next Generation Club, St John's Playing Fields, off Hull Road, York and registered under title number NYK251989
- 7 All that leasehold property defined in a lease dated on or around the date of this charge made between Next Generation Clubs Limited (1), London & Regional (Health Clubs No 3) Limited (2) and London & Regional (Health Clubs No 4) Limited (3) relating to the whole of that freehold property known as land and buildings at Coldham's Business Park, Norman Way, Off Coldham's Lane, Cambridge registered under title number CB257745
- 8 All that leasehold property defined in a lease dated on or around the date of this charge made between Next Generation Clubs Limited (1), London & Regional

(Health Clubs No 3) Limited (2) and London & Regional (Health Clubs No 4) Limited (3) relating to the whole of that freehold property known as Squirrels Heath Lane, Gidea Park, Romford Essex RM11 2DY and registered under title number EGL431333

- 9 All that leasehold property defined in a lease dated on or around the date of this charge made between Next Generation Clubs Limited (1), London & Regional (Health Clubs No 3) Limited (2) and London & Regional (Health Clubs No 4) Limited (3) relating to the whole of that leasehold property known as land at Carlton Park, Narborough, Blaby, Leicestershire and registered under title number LT361119
- 10 All that leasehold property defined in a lease dated on or around the date of this charge made between Next Generation Clubs Limited (1), London & Regional (Health Clubs No 3) Limited (2) and London & Regional (Health Clubs No 4) Limited (3) relating to the whole of that leasehold property known as The Grove, Kembrey Park, Kembrey Street, Swindon registered under title number WT249869
- 11 All that leasehold property defined in a lease dated on or around the date of this charge made between Smilewood Limited (1), London & Regional (Health Clubs No 3) Limited (2) and London & Regional (Health Clubs No 4) Limited (3) relating to the whole of that freehold property known as land and buildings at Mosquito Way, Hatfield Business Park, Hatfield registered under title number HD416374
- 12 All that leasehold property defined in a lease dated on or around the date of this charge made between Odyssey Glory Mill Limited (1), London & Regional (Health Clubs No 3) Limited (2) and London & Regional (Health Clubs No 4) Limited (3) relating to the whole of that freehold land known as Odyssey Glory Mill, Glory Mill Lane, Wooburn Green, High Wycombe registered at HM Land Registry under title number BM248837
- 13 All that leasehold property defined in a lease dated on or around the date of this charge made between Harbour Club Operations Limited (1), London & Regional (Health Clubs No 3) Limited (2) and London & Regional (Health Clubs No 4) Limited (3) relating to the whole of that leasehold property known as Harbour Club, Chelsea registered at under title number BGL47182

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 DATED THE 18th JULY 2007 AND CREATED BY LONDON & REGIONAL (HEALTH CLUBS NO 4) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR OR THE COMPANY TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd AUGUST 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th AUGUST 2007



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES