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COMPANIES FORM No. 395

202982/117

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.

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

136

03207791

Name of company

* Fitness First Clubs Limited (the "Charging Company")

Date of creation of the charge

30 January 2006

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

Deed of Accession and Charge dated 30.01.06 between the Charging Company and others and Mizuho Corporate Bank, Ltd. (as security agent and trustee for the Beneficiaries (as defined in the attached Schedule)) (the "Security Agent") (the "Accession Deed"), which supplements a Debenture dated 4.11.05 between amongst others, DMWSL 462 Limited and Mizuho Corporate Bank, Ltd. (as security agent and trustee for the Beneficiaries) (the "Principal Deed").

Amount secured by the mortgage or charge

The Secured Sums (as defined in the attached Schedule).

References to any Finance Document (as defined in the attached Schedule) include references to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document.

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

Mizuho Corporate Bank, Ltd. (as security agent and trustee for the Beneficiaries (as defined in the attached Schedule)), River Plate House, 7-11 Finsbury Circus, London

Postcode EC2M 7DH

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

Lovells
Atlantic House
Holborn Viaduct
London EC1A 2FG
F3/MC/GKTH/1614885

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Part II of the attached Schedule.

Part III of the attached Schedule refers to covenants by and restrictions on the Charging Company which protect and further define the charges created by the Accession Deed and which must be read as part of those charges.

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)

Not applicable.

Signed

Carrells

Date

10/2/06

On behalf of ~~XXXXXXXX~~ [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 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

SCHEDULE TO FORM 395 FOR FITNESS FIRST CLUBS LIMITED

Part I

Definitions

In this schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Accession Deed unless otherwise specified. In this Form 395 the following expressions have the following meanings respectively set out below:

"Accession Deed Date" means 30 January 2006.

"Account Bank" means Mizuho Corporate Bank, Ltd. acting through its branch at River Plate House, 7-11 Finsbury Circus, London EC2M 7DH or an Approved Bank (as defined in the Facilities Agreement) or such other bank as the Security Agent may from time to time specify.

"Act" means the Companies Act 1985.

"Agent" means Mizuho Corporate Bank, Ltd. acting as agent of the other Senior Finance Parties.

"Arranger" means Mizuho Corporate Bank, Ltd, as mandated lead arranger.

"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them.

"Beneficiary" means each Senior Finance Party, each Mezzanine Finance Party, and each Hedge Counterparty.

"Charged Property" means all of the assets of the Group which from time to time are, or are expressed to be, the subject of the Transaction Security (as defined in the Facilities Agreement).

"Chargor" means each company named in Part IV (*The Chargors*) of this schedule (which includes the Charging Company), the Company and (with effect from its accession) each other company which executes a Deed of Accession and Charge (as defined in the Facilities Agreement) and any company which subsequently adopts the obligations of a Chorgor.

"Class A Leases" means any Lease at the Accession Deed Date or in the future becoming the property of the Charging Company which:

- (a) is registered at the Land Registry; and
- (b) does not contain a prohibition on charging; and
- (c) does not require Landlord's consent to charge.

"Class B Leases" means any Valuable Lease at the Accession Deed Date or in the future becoming the property of the Charging Company which is registered at the Land Registry and:

- (a) contains a prohibition on charging; and/or
- (b) requires Landlord's consent to charge.

"Class C Leases" means any Lease at the Accession Deed Date or in the future becoming the property of the Charging Company which:

- (a) is not registered at the Land Registry; or
- (b) is registered at the Land Registry and which satisfies the following criteria:
 - (i) the Lease contains a prohibition on charging and/or requires Landlord's consent to charge; and
 - (ii) is not a Valuable Lease.

"Collection Account" means the Charging Company's operating accounts with the Account Bank in existence from time to time into which it is required to pay its Receivables pursuant to Clause 6.1 (*Collection Account*) of the Principal Deed.

"Company" means DMWSL 462 Limited, a limited liability company incorporated in England and Wales with registered number 5452198.

"Declared Default" means the Agent and/or the Mezzanine Agent (as the case may be) first exercising its respective rights under paragraph (b) of Clause 28.16 (*Acceleration*) of the Facilities Agreement and/or under paragraph (b) of Clause 24.16 (*Acceleration*) of the Mezzanine Facilities Agreement.

"Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investments.

"Facilities Agreement" means the facilities agreement dated 4 November 2005 between the Company, the companies listed as Original Borrowers, the companies listed as Original Guarantors and Mizuho Corporate Bank, Ltd. as Arranger, Original Lender, Agent, Security Agent, Issuing Bank, VLN Bank and in certain other capacities (each term not defined in this schedule has the meaning given to that term in the Facilities Agreement).

"Finance Document" means each Senior Finance Document, each Mezzanine Finance Document and each Hedging Agreement.

"Financial Indebtedness" has the meaning given to that term in the Facilities Agreement.

"Finance Party" has the meaning given to that term in the Facilities Agreement.

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 6.1 (*Creation of Floating Charge*) but, in relation to Assets situated in Scotland and charged by Clause 6.1(b), only in so far as concerns the floating charge over that asset.

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 4.1 (*Assignments*) or within a mortgage or fixed charge created by Clause 5.1 (*Fixed security*).

"Group" means the Company and its Subsidiaries for the time being.

"Hedge Counterparty" has the meaning given to that term in the Intercreditor Agreement.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Company and, to the

extent required by the Arranger, any of its Subsidiaries that are Borrowers and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities and the Mezzanine Facilities in accordance with the Hedging Letter (each term not defined in this schedule has the meaning given to that term in the Facilities Agreement).

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"Intellectual Property Rights" means all the Charging Company's Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(ix) to (xiv) inclusive of Clause 5.1 (*Fixed security*).

"Intercreditor Agreement" means the intercreditor agreement dated 4 November 2005 between, amongst others, the Company, the other Obligors, Mizuho Corporate Bank, Ltd. (in various capacities), the Lenders, the Hedge Counterparties, the Senior Creditors, the Mezzanine Creditors, the Loan Note Holders, the Investors, the Lenders of Structural Intra-Group Loans and the Mezzanine Borrower (each term not defined in this schedule has the meaning given to that term in the Intercreditor Agreement).

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Lease" means any lease, licence or other agreement whereby any Land is used or occupied.

"Mezzanine Agent" means Mizuho Corporate Bank, Ltd. and includes any successor agent appointed pursuant to the Mezzanine Facilities Agreement at any time.

"Mezzanine Arranger" means Mizuho Corporate Bank, Ltd. as mandated lead arranger.

"Mezzanine Facilities Agreement" means the mezzanine facilities agreement dated 4 November 2005 between, amongst others, the Charging Company, the parties listed therein as Original Guarantors, the Mezzanine Agent, the Mezzanine Arranger, the Security Agent and the persons named therein as Lenders.

"Mezzanine Finance Documents" means the Mezzanine Facilities Agreement, any accession letter under the Mezzanine Facilities Agreement, the Intercreditor Agreement, the Mandate Letter, the Syndication Letter, the Investor Side Letter, any Compliance

Certificate, any Hedging Agreement, any Transaction Security Document, any fee letters setting out any of the fees referred to in Clause 13 (*Fees*) of the Mezzanine Facilities Agreement, any utilisation request or request relating to the selection of an interest period for a utilisation made under the Mezzanine Facilities Agreement and any other document which is designated a "Mezzanine Finance Document" or "Finance Document" by the Company and the mezzanine agent under the Mezzanine Facilities Agreement and the Agent (each term not defined in this schedule has the meaning given to that term in the Facilities Agreement).

"Mezzanine Finance Party" means the Mezzanine Agent, the Mezzanine Arranger, the Security Agent and the persons named in the Mezzanine Facilities Agreement as Lenders.

"Permitted Sale or Leaseback" has the meaning given to that term in the Facilities Agreement.

"Permitted Security" has the meaning given to that term in the Facilities Agreement.

"Property Details" means, in relation to a Lease, full details of that Lease, including its title number (if registered at the Land Registry), whether there are any restrictions or consent requirements on charging the Lease and whether or not open market rent is payable on the Lease.

"Rack Rent Lease" means a Lease at a rent which a lessee might reasonably expect to pay in the open market.

"Receivables" means all sums of money receivable by the Charging Company at any time consisting of or payable under or derived from any Asset described in Clause 5.1 (*Fixed security*).

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Charging Company to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents.

"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.

"Senior Finance Documents" means the Facilities Agreement, the Mandate Letter, the Syndication Letter, any Fee Letter, any Accession Letter, any Transaction Security Documents, the Intercreditor Agreement, any Selection Notice, any Ancillary Document, any Letter of Credit, any Compliance Certificate, any Hedging Agreement, each Facility B3 (Aus) Note, each Capex A\$ Note, each Facility B3 (Aus) Note Deed Poll, each Capex A\$ Note Deed Pool, any Utilisation Request or request relating to the selection of an interest period for a utilisation made under the Senior Facilities Agreement and any other

document designated as such by the Agent and the Charging Company (each term not defined in this schedule has the meaning given to that term in the Facilities Agreement).

"Senior Finance Party" means the Agent, the Security Agent, the Arranger, a Lender, the Issuing Bank, the VLN Bank, a Hedge Counterparty or any Ancillary Lender (each term not defined in this schedule has the meaning given to that term in the Facilities Agreement).

"Specified Intellectual Property Rights" in relation to the Charging Company, means all and any intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(ix) to (xiv) inclusive of Clause 5.1 (*Fixed security*) which are material to the business of any Chargor and are of a comparative value (to the Charging Company) as any Specified Intellectual Property is to the Chargor or Chargors that use such Specified Intellectual Property.

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time:

- (a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Act "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) the Charging Company has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee.

"Structural Intra-Group Loans" means the loans made by one member of the Group to another member of the Group specified in the Structure Memorandum.

"Structure Memorandum" has the meaning given to that term in the Facilities Agreement.

"Subsidiary" means an entity of which a person:

- (a) has direct or indirect Control (as defined in the Facilities Agreement); or
- (b) owns directly or indirectly more than fifty per cent. (50%) of the share capital or similar right of ownership; or
- (c) is entitled to receive more than fifty per cent. (50%) of the dividends or distributions,

and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time.

"Unspecified Lease" means in respect of Leases owned by the Charging Company at the Accession Deed Date and at any time, any Lease for which Property Details have not been received by the Security Agent at that time

"Valuable Lease" means a Lease which either:

- (a) was granted at a premium; or
- (b) is a Rack Rent Lease which was granted for a term of more than 35 years.

Part II

Particulars of property mortgaged or charged

1. By Clause 4.1 (*Assignments*), the Charging Company, with full title guarantee as security for the payment or discharge of all Secured Sums, assigned to the Security Agent:
 - (a) all of its rights, title and interest from time to time in respect of sums payable to it pursuant to the Insurance Policies;
 - (b) all its rights, title and interest from time to time in respect of the Hedging Agreements; and
 - (c) all rights, title and interest from time to time in respect of any Structural Intra-Group Loans.
2. By Clause 5.1 (*Fixed Security*), the Charging Company, with full title guarantee as security for the payment or discharge of all Secured Sums, charged to the Security Agent:
 - (a) by way of legal mortgage, all Class A Leases in England and Wales vested in it at the Accession Deed Date, in each case as described in Part V of this schedule;
 - (b) by way of fixed charge:
 - (i) all Class A Leases which are at the Accession Deed Date, or in the future become, its property;
 - (ii) all other Land which is at the Accession Deed Date, or in the future becomes, its property, other than:
 - (1) Class B Leases; and
 - (2) Class C Leases;
 - (iii) all interests and rights in or relating to Land except for the Class B Leases and the Class C Leases or the proceeds of sale of Land at the Accession Deed Date or in the future belonging to it;
 - (iv) all plant and machinery at the Accession Deed Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 5.1 (*Fixed Security*);
 - (v) all rental and other income and all debts and claims at the Accession Deed Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (vi) all Specified Investments which are at the Accession Deed Date, or in the future become, its property;
 - (vii) all Derivative Rights at the Accession Deed Date or in the future accruing in respect of its Specified Investments;
 - (viii) all insurance or assurance contracts or policies at the Accession Deed Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Accession Deed Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims

arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Accession Deed;

- (ix) all its goodwill and uncalled capital for the time being;
- (x) [intentionally blank]
- (xi) all Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiii) the benefit of all agreements and licences at the Accession Deed Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xiv) all its rights at the Accession Deed Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xv) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(x) to (xiv) inclusive of Clause 5.1;
- (xvi) all trade debts at the Accession Deed Date or in the future owing to it;
- (xvii) [intentionally blank]
- (xviii) all other debts at the Accession Deed Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xix) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 4.1 (*Assignments*);
- (xx) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account;
- (xxi) any beneficial interest, claim or entitlement it has to any pension fund at the Accession Deed Date or in the future;
- (xxii) all rights, money or property accruing or payable to it at the Accession Deed Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Accession Deed; and
- (xxiii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

3. By Clause 6.1 (*Creation of Floating Charge*), the Charging Company, with full title guarantee as security for the payment or discharge of all Secured Sums, charged to the Security Agent by way of floating charge:

- (a) all its Assets except to the extent that such Assets are for the time being effectively assigned by way of security in Clause 4.1 (*Assignments*) or charged by any fixed charge in Clause 5.1 (*Fixed Security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; and
- (b) without exception, all its Assets insofar as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Principal Deed with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business.

4. By Clause 9 (*Australian Assets*):

- (a) The Charging Company agreed that:
 - (i) subject to clause 9(b), any asset or other property which is held by the Charging Company at the Accession Deed Date and which is located, or taken for the purposes of any stamp duty legislation of any state or territory of Australia ("**Applicable Legislation**") to be located, in any state or territory of Australia; and
 - (ii) any land which is located, or taken for the purposes of any Applicable Legislation to be located in New South Wales, Queensland, Western Australia, or Tasmania and which is acquired by the Charging Company during the period of 12 months and one day from the Accession Deed Date,

is not charged under the Accession Deed.

- (b) The Charging Company agreed that any asset or other property of the Charging Company which is located, or taken for the purposes of the Applicable Legislation to be located, in any state or territory of Australia which is the subject of a written notification ("**Notification**") given by the Charging Company to the Security Agent on any day after the Accession Deed Date is charged under the Accession Deed as and from the date of the Notification.

Part III

Covenants and Restrictions

1. By Clause 2.1 (*Accession*) the Charging Company agreed to be bound by the terms of the Principal Deed and to perform its obligations (whether as a Chargor or otherwise) under the Principal Deed with effect from the Accession Deed Date as if it had been an original party to the Principal Deed.

2. By Clause 6.1 (*Collection Account*) of the Principal Deed, the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent. The Charging Company agrees, pending such payment, to hold all money so received upon trust for the Security Agent.
3. By Clause 7 (*Negative Pledge and other restrictions*) of the Principal Deed the Charging Company agreed that it will not, without the prior written consent of the Security Agent (and with the exception of the Permitted Security):
 - (a) create or permit to subsist, any Security over all or any of its present or future revenues or assets; or
 - (b) sell, transfer or otherwise dispose of any of its assets on terms where they are or may be leased to or required by any member of the Group in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset ("**Quasi Security**").

Paragraphs (a) and (b) above do not apply to any Security or (as the case may be) Quasi-Security which is Permitted Security or given under the Finance Documents.

Paragraph (b) above does not apply to a transaction which constitutes a Permitted Sale or Leaseback.

4. By Clause 12.2 (*Negative covenants*) of the Principal Deed, the Charging Company agreed that it shall not, without the prior written consent of the Security Agent (other than as permitted by the Finance Documents) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so, or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights.
5. By Clause 13.3 (*Negative Covenants*) of the Principal Deed, the Charging Company covenanted with the Security Agent that it will not, without the prior written consent of the Security Agent, consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied.

Part IV

The Chargers

| Name of Chargor | Registered Number |
|---|--------------------------|
| Fitness First Limited | 03075946 |
| Fitness First Overseas Holdings Limited | 04914000 |
| Fitness First Clubs Limited | 03207791 |

Part V

Land mortgaged under Clause 5.1 (*Fixed security*)

| Name of New Chargors/Registered Proprietor | Description of Property | Title Number |
|---|---|---------------------|
| Fitness First Clubs Limited | Health and Fitness Club, The Oaks Shopping Centre, Acton | AGL86588 |
| Fitness First Clubs Limited | Land on the South side of Anderson Road, Smethwick (Birmingham) | WM830964 |
| Fitness First Clubs Limited | Land and Buildings at Level Street, Brierley Hill | WM815595 |
| Fitness First Clubs Limited | Land lying to the South of Rover Way, Pengam, Cardiff | WA 762737 |
| Fitness First Clubs Limited | Land lying to the South of West Street, Crewe | CH187371 |
| Fitness First Clubs Limited | Fareham Squash Club, Downend Road, Fareham | HP640932 |
| Fitness First Clubs Limited | Units 34 and 35, St Georges Shopping and Leisure Centre, St Anns Road (Harrow) | NGL779398 |
| Fitness First Clubs Limited | Unit 11A, Roaring Meg Retail Park, Stevenage | HD420532 |
| Fitness First Clubs Limited | 41 Birmingham Road (Wolverhampton) | WM717781 |
| Fitness First Clubs Limited | Leisure Unit, Lancaster Park, Audax Road, Clifton Moor (York) | NYK229209 |

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03207791

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION AND CHARGE DATED THE 30th JANUARY 2006 AND CREATED BY FITNESS FIRST CLUBS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALL OR ANY OF THE BENEFICIARIES ON ANY ACCOUNT WHATSOEVER 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 10th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th FEBRUARY 2006.

pm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES