

MR01

Particulars of a charge

647302/234

IRIS Laserform

A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there  
is an instrument. Use form MR08

For further information, please



\*R39Y72KZ\*

RCS 13/06/2014 #123

COMPANIES HOUSE

LD5 10/06/2014 #90

COMPANIES HOUSE

Please return  
via  
CH London Counter

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

1

Company details

Company number ☒ 0 3 2 2 9 4 1 6

Company name in full ☒ LA Fitness Employee Benefit Trust Limited  
(the **Chargor**)

For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

Charge creation date

Charge creation date ☒ 0 5 ☒ 0 6 ☒ 2 0 ☒ 1 4

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name ☒ The Royal Bank of Scotland plc  
(as **Security Trustee**)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

Please use a continuation page if you need to enter more details

Description

Capitalised terms used and not otherwise defined in this form MR01 are defined in the charging instrument.

The Chargor mortgaged, charged and assigned to the Security Trustee all its business, undertaking and assets on the terms of clause 3 (Creation of Security) of the Debenture provided that

(a) the Land charged by way of legal mortgage shall be the Land set opposite its name in the table in Schedule 4 (Land); and

(d) the Material Trade Marks charged by way of fixed charge shall include those set out in Schedule 7 (Material Trade Marks)

The charging instrument contains fixed charges or fixed security over other relevant assets which are not listed in this Box 4 (Description). Please see the charging instrument for further details.

5

### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

8

**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *Justin UKMEA LLP* X

This form must be signed by a person with an interest in the charge

**MR01****Particulars of a charge****Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name CAYH/GP/070001 00059

Company name Dentons UKMEA LLP

Address One Fleet Place

Post town London

County/Region

Postcode E C 4 M 7 W S

Country

DX

Telephone +44 20 7242 1212

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

**Please note that all information on this form will appear on the public record.**

**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House'

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

## PROFORMA

Company Number 03229416

Company Name LA Fitness Employee Benefit Trust Limited

Contact Name/ Organisation: Enrico Lorenzon / Dentons UKMEA LLP

Address One Fleet Place, London, EC4M 7WS

**The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☒ Description of property
- ☐ Fixed charge tick box (applies only to MR01/LLMR01)
- ☐ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge  
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge  
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge  
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge  
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge  
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge  
(applies only to MR10/LL MR10)

**Please give the instructions in the box below)**

**Capitalised terms used and not otherwise defined in this form MR01 are defined in the charging instrument.**

The Chargor mortgaged, charged and assigned to the Security Trustee all its business, undertaking and assets on the terms of clause 7 (*Creation of Security*) of the Debenture provided that

(a) the Land charged by way of legal mortgage shall be the Land set opposite its name in the table in Schedule 4 (*Land*) of the charging instrument, being Part of Lincoln Gate, 152-154 (even) Golders Green Road (title number AGL61935), and

(d) the Material Trade Marks charged by way of fixed charge shall include those set out in Schedule 7 (*Material Trade Marks*) of the charging instrument (there being none listed in Schedule 7 of the charging instrument as at the date of the charging instrument)

**The charging instrument contains fixed charges or fixed security over other relevant assets which are not listed in this Box 4 (Description). Please see the charging instrument for further details.**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3229416

Charge code: 0322 9416 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th June 2014 and created by L A FITNESS EMPLOYEE BENEFIT TRUST LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th June 2014

Given at Companies House, Cardiff on 16th June 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



**DENTONS**

## Supplemental Security, Accession, Amendment and Confirmation Deed

**Dated 5 June 2014**

**The Chargors (as set out in Schedule 1)**

**MOP Acquisitions (LAF) Limited**

**The Acceding Parties**

**The Royal Bank of Scotland plc  
(as Security Trustee)**

I certify that, save for the material redacted pursuant to s 859G of the Companies Act 2006, this is a true copy of the part of the charging instrument signed by or on behalf of the chargor, and attaches a true copy of the signature page to each other part of such charging instrument

Signed

*[Signature]*

Dated 10 June 2014

Name *[Signature]*

Dentons UKMEA LLP

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## Deed

Dated 5 June 2014

### Between

- (1) The companies as defined and listed in Schedule 1 (*the Chargors*) to this Deed (each a **Chargor** and together the **Chargors**),
- (2) **MOP Acquisitions (LAF) Limited**, a company incorporated in England and Wales with registered number 05384582 (**MOP LAF**)
- (3) **CS Leisure Limited**, a company incorporated in England and Wales with registered number 02357146 (**CSL**)
- (4) **LA Fitness Employee Benefit Trust Limited**, a company incorporated in England and Wales with registered number 03229416 (**LAF EBT**), and
- (5) **The Royal Bank of Scotland plc** as trustee for the Finance Parties (**the Security Trustee**)

### Recitals

- A By the 2005 Debenture (as defined below), MOP LAF mortgaged, charged and assigned certain of its assets in favour of the Security Trustee as continuing security for the payment of the Secured Liabilities
- B Pursuant to the First Security Accession Deed (as defined below), LA Fitness acceded to the 2005 Debenture and mortgaged, charged and assigned certain of its assets as security for the Secured Liabilities
- C Pursuant to the Second Security Accession Deed (as defined below), LA Leisure acceded to the 2005 Debenture and mortgaged, charged and assigned certain of its assets as security for the Secured Liabilities
- D Pursuant to the First Supplemental Deed (as defined below), MOP LAF, LA Fitness and LA Leisure and the Security Trustee agreed to amend the 2005 Debenture, the First Security Accession Deed and the Second Security Accession Deed
- E Pursuant to the Second Supplemental Deed (as defined below), MOP LAF, LA Fitness and LA Leisure and the Security Trustee agreed that the Secured Liabilities extended to the obligations and liabilities of those parties pursuant to the Senior Facilities Agreement (as amended as at 17 February 2006)
- F Pursuant to the MOP CS Debenture (as defined below), MOP CS mortgaged, charged and assigned certain of its assets in favour of the Security Trustee as continuing security for the payment of the Secured Liabilities
- G Pursuant to the 2006 Debenture (as defined below), Axis HF, Axis Rugby, Axis Maidstone, Dragons HCL, Trainstation, Boomsign and Crown Sports mortgaged, charged and assigned certain of their assets in favour of the Security Trustee as continuing security for the payment of the Secured Liabilities

- H Pursuant to the Dragons HCL Supplemental Debenture (as defined below) Dragons HCL, mortgaged, charged and assigned certain of its assets in favour of the Security Trustee as continuing security for the payment of the Secured Liabilities
- I Pursuant to the Boomsign Supplemental Debenture (as defined below) Boomsign, mortgaged, charged and assigned certain of its assets in favour of the Security Trustee as continuing security for the payment of the Secured Liabilities
- J Pursuant to the Supplemental Legal Mortgages (as defined below) LA Fitness and LA Leisure mortgaged certain of their assets in favour of the Security Trustee as continuing security for the payment of the Secured Liabilities
- K Pursuant to the other Security Documents not otherwise listed above (as further set out in Schedule 2 (*The Security Documents and the Charging Clauses*) to this Deed), certain of the Chargors mortgaged, charged and/or assigned certain of their assets in favour of the Security Trustee as continuing security for the payment of the Secured Liabilities
- L The Chargors have agreed to execute this Deed to confirm that the Secured Liabilities include all obligations and liabilities of the Chargors to all or any of the Finance Parties under or pursuant to all or any of the Finance Documents as amended pursuant to the Bidco Novation Agreement
- M This Deed is supplemental to each Security Document
- N This Deed is a Transaction Security Document

**It is agreed**

**1 Definitions**

Words and expressions defined in, or pursuant to, the 2005 Debenture (as defined below) shall have the same meanings in this Deed unless they are expressly defined herein (including, in respect of the Chargors, as defined in Schedule 1 (*Chargors*)) and, in addition, in this Deed

**2005 Debenture** means the debenture dated 6 May 2005 between MOP LAF and the Security Trustee

**2006 Debenture** means the debenture dated 23 March 2006 between certain of the Chargors and the Security Trustee

**Acceding Party** means each of CSL and LAF EBT

**Bidco Novation Agreement** means the novation agreement pursuant to which MOP LAF novated its liabilities under the Senior Facilities Agreement to Newco 2 dated on or before the date of this Deed

**Boomsign Supplemental Debenture** means the supplemental debenture dated 21 June 2006 between Boomsign and the Security Trustee

**Charging Clause** means in respect of each Security Document listed in Schedule 2 (*The Security Documents and the Charging Clauses*) to this Deed, the clause number(s) set out in the column entitled "Charging Clause" opposite the relevant Security Document

**Dragons HCL Supplemental Debenture** means the supplemental debenture dated 21 June 2006 between Dragons HCL and the Security Trustee

**First Security Accession Deed** means the Security Accession Deed dated 14 July 2005 between LAF, MOP LAF and the Security Trustee

**First Supplemental Deed** means the supplemental deed to the 2005 Debenture dated 4 October 2005 between LA Fitness, LA Leisure, MOP LAF and the Security Trustee

**Intercompany Loans** means the loan of £55,781,391 00 owing from LA Fitness to Newco 2 and the loan of £12,400,000 00 owing from LA Leisure to Newco 2

**LAF Shares** means the shares in LA Fitness as set out in Schedule 3 (*LAF Shares*)

**MOP CS Debenture** means the debenture dated 17 February 2006 between MOP CS and the Security Trustee

**Second Security Accession Deed** means the Security Accession Deed dated 14 July 2005 between, MOP LAF and the Security Trustee

**Second Supplemental Deed** means the supplemental deed to the 2005 Debenture dated 17 February 2006 between LA Fitness, LA Leisure, MOP LAF and the Security Trustee

**Security Documents** means any and all of the documents listed in Schedule 2 to this Deed

**Senior Facilities Agreement** means the term and revolving facilities agreement dated 6 May 2005 made between, among others, MOP LAF, certain other companies as guarantors and borrowers, The Royal Bank of Scotland plc as agent, security trustee, ancillary lender and issuing bank as amended and/or restated from time to time

**Subsidiary** means a subsidiary within the meaning of section 1159 of the Companies Act 2006

**Supplemental Legal Mortgages** means the supplemental legal mortgages granted by LA Leisure and LA Fitness in favour of the Security Trustee as set out in Schedule 2 to this Deed

## **2 Amendments to the Security Documents**

With effect from the date of this Deed, all references to "Bidco" or "MOP Acquisitions (LAF) Limited" in the operative provisions of each Security Document, or any schedule to a Security Document setting out form of notice, agreement or other document, shall be read as referring to Newco 2 as the new parent company of LA Fitness and its Subsidiaries

## **3 Shares**

Newco 2 confirms that as at the date of this Deed it is the beneficial owner of the LAF Shares and acknowledges and agrees that once it acquires the legal title to the LAF Shares, Clause 7.5 (*Shares and Investments*) of the 2005 Debenture shall apply in relation to them

## **4 Assigned Agreements**

4 1      Clauses 7 6 1 and 7 6 2 (*Assigned Agreement and Insurances*) of the 2005 Debenture shall apply in relation to the Intercompany Loans

4 2      LA Fitness and LA Leisure each acknowledge receipt of notice of assignment under Clause 3 12 (*Assigned Agreements*) of the 2005 Debenture in respect of the Intercompany Loan under which it is a borrower

## 5      **Accession of CSL and LAF EBT to the 2005 Debenture**

Each Acceding Party agrees to be a Chargor for the purposes of the 2005 Debenture with immediate effect and agrees to be bound by all of the terms of the 2005 Debenture as if it had originally been a party to it as a Chargor

## 6      **Covenant to Pay**

Each Acceding Party covenants with the Security Trustee and the other Finance Parties that it will on demand pay and discharge the Secured Liabilities when due

## 7      **Creation of Security**

Each Acceding Party mortgages, charges and assigns to the Security Trustee all its business, undertaking and assets on the terms of clause 3 (*Creation of Security*) of the 2005 Debenture provided that

- (a)      the Land charged by way of legal mortgage shall be the Land set opposite its name in the table in Schedule 4 (*Land*),
- (b)      the Shares mortgaged or (if and to the extent that the mortgage does not take effect as a mortgage) charged by way of fixed charge shall include the Shares referred to in Schedule 5 (*Shares*),
- (c)      the Accounts charged by way of fixed charge shall include those set out in Schedule 6 (*Accounts*),
- (d)      the Material Trade Marks charged by way of fixed charge shall include those set out in Schedule 7 (*Material Trade Marks*),
- (e)      the Assigned Agreements assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Assigned Agreements set out in Schedule 8 (*Assigned Agreements*), and
- (f)      the Insurances assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Insurances set out in Schedule 9 (*Insurances*)

## 8      **Notices**

Each Acceding Party confirms that its address details for notices in relation to clause 22 (*Notices*) of the Debenture are as follows

- (a)      CSL  
  
            Address              c/o LA Fitness Limited  
                                        Sandall Stones Road  
                                        Kirk Sandall  
                                        Doncaster

South Yorkshire  
DN3 1QR

Attention The Company Secretary

Fax +44 (0) 20 7821 4401

(b) LAF EBT

Address c/o LA Fitness Limited  
Sandall Stones Road  
Kirk Sandall  
Doncaster  
South Yorkshire  
DN3 1QR

Attention The Company Secretary

Fax +44 (0) 20 7821 4401

## **9 Confirmatory Charge**

Each Chargor, with full title guarantee, in favour of the Security Trustee (as trustee for the Finance Parties), hereby respectively charges on the terms set out in the relevant Charging Clause of the relevant Security Documents its relevant assets as more specifically referred to in the relevant Security Documents upon the terms contained in the relevant Security Documents as continuing security for the payment and discharge of the Secured Liabilities

## **10 Continuing Security**

### **10.1 Continuing Security**

The security interests created by the Security Documents shall continue in full force and effect as supplemented by this Deed

### **10.2 Other Security**

This security is to be in addition to and shall neither be merged nor in any way exclude or prejudice or be affected by any other security or other right which the Security Trustee and/or any other Secured Party may now or after the date of this Deed hold for any of the Secured Liabilities, and this security may be enforced against each Chargor without first having recourse to any other rights of the Security Trustee or any other Secured Party

## **11 Mezzanine Liabilities**

The Parties acknowledge and agree that, further to the release of certain of the Chargors as guarantors under the Mezzanine Facility Agreement pursuant to a deed of release of guarantee entered into on or about the date of this Deed, notwithstanding any provision of any Transaction Security Document no Group Company (other than Bidco) shall be liable for the Mezzanine Liabilities

## **12 Miscellaneous**

**12.1 Incorporation of provisions**

The provisions of clauses 1.2 (*Construction*), 1.3 (*Third Party rights*), 1.4 (*Effect as a deed*), 20 (*Costs and expenses*), 22 (*Notices*), 27 (*Counterparts*) and 28 (*Governing law and enforcement*) of the 2005 Debenture or the 2006 Debenture (as appropriate) shall apply to this Deed as they apply to the 2005 Debenture or the 2006 Debenture (as appropriate)

**12.2 Application to the Land Registrar**

Each Acceding Party consents to the registration against the registered titles specified opposite its name in Schedule 4 (*Land*) of

- (a) a restriction in the following terms

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the debenture dated \*\* [date of Debenture] in favour of \*\* [insert name of Security Trustee] (as trustee for the Finance Parties referred to in that debenture) referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised signatory of \*\* [insert name of Security Trustee]", and

- (b) a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents

**12.3 Further Assurance**

- 12.3.1 Subject to the Senior Facilities Agreement, each Chargor and each Acceding Party shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s))

- (a) to perfect the security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Trustee, any Receiver or the Secured Parties provided by or pursuant to this Deed or by law,
- (b) to confer on the Security Trustee or on the Secured Parties security over any property and assets of that Chargor or Acceding Party located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Deed and on terms substantially equivalent to the security intended to be conferred by or pursuant to this Deed or the Security Documents, and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created by this Deed

- 12.3.2 Subject to the Senior Facilities Agreement, each Chargor and each Acceding Party 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 Trustee or the Secured Parties by or pursuant to this Deed

**Executed** as a deed and delivered on the date appearing at the beginning of this Deed



## Schedule 1 – The Chargors

Name	Registered No
Tolmers Newco 1 Limited ( <b>Newco 1</b> )	08963776
Tolmers Newco 2 Limited ( <b>Newco 2</b> )	08974502
L A Fitness Limited ( <b>LA Fitness</b> )	03224406
LA Leisure Limited ( <b>LA Leisure</b> )	01728962
MOP Acquisitions (CS) Limited ( <b>MOP CS</b> )	FC026580 (UK Establishment of a Cayman incorporated Overseas Company)
Crown Sports Limited (formerly plc) ( <b>Crown Sports</b> )	02476401
Axis Health and Fitness Limited ( <b>Axis HFL</b> )	02802122
Axis (Maidstone) Ltd ( <b>Axis Maidstone</b> )	03367162
Axis (Rugby) Ltd ( <b>Axis Rugby</b> )	03573327
Dragons Health Clubs Limited (formerly plc) ( <b>Dragons HCL</b> )	02215690
Boomsign Limited ( <b>Boomsign</b> )	02305174
Trainstation Limited ( <b>Trainstation</b> )	03381595
L A Westminster Limited ( <b>LA Westminster</b> )	03238726

## Schedule 2 – The Security Documents and the Charging Clauses

	Date	Security Document	Chargors	Charging clause(s)
1	06 May 2005	2005 Debenture	MOP LAF	3
2	14 July 2005	First Security Accession Deed (to the 2005 Debenture at 1 above)	LA Fitness	4
3	14 July 2005	Second Security Accession Deed (to the 2005 Debenture at 1 above)	LA Leisure	4
4	4 October 2005	First Supplemental Deed (amending terms of the 2005 Debenture at 1 above, and the First and Second Security Accession Deeds at 3 and 4 above)	LA Leisure LA Fitness MOP LAF	3 and 4
5	17 February 2006	Deed of Assignment re contracts	MOP LAF LA Fitness	2
6	17 February 2006	Second Supplemental Deed (to the 2005 Debenture at 1 above)	MOP LAF LA Fitness LA Leisure	4
7	17 February 2006	MOP CS Debenture	MOP (CS)	3
8	17 February 2006	Mortgage over Securities (including those held on Crest) over the shares in Crown Sports	MOP (CS)	3
9	17 February 2006	Account Charge over Mandatory Prepayment Account	MOP (CS)	2
10	23 March 2006	2006 Debenture	Axis HFL Axis Rugby Axis Maidstone Dragons HCL Trainstation Boomsign Crown Sports	3
11	21 June 2006	Dragons HCL Supplemental Debenture (to Debenture at 10 above) over leasehold interest in land (after sale and leaseback was completed)	Dragons HCL	2
12	21 June 2006	Boomsign Supplemental Debenture (to Debenture at 10	Boomsign	2

## EXECUTION VERSION

	Date	Security Document	Chargors	Charging clause(s)
		above) over leasehold interest in land (after sale and leaseback was completed)		
13	28 April 2009	Supplemental Legal Mortgage (Little Britain)	LA Leisure	2
14	28 April 2009	Supplemental Legal Mortgage (Brooklands Tennis Club, West Cheshire Squash Club)	LA Leisure	2
15	21 May 2009	Supplemental Legal Mortgage (Royal Oak Shopping Centre, Purley)	LA Leisure	2
16	21 July 2009	Amendment Deed relating to the deed of release dated 7 May 2009	LA Fitness Axis HFL Axis Rugby Axis Maidstone Trainstation Boomsign Dragons HCL	6
17	7 December 2009	Supplemental Legal Mortgage leasehold of Gravelly Lane, Erdington, Sutton Coldfield (Headlease)	LA Fitness	2
18	7 December 2009	Supplemental Legal Mortgage leasehold of Gravelly Lane, Erdington, Sutton Coldfield (Sublease)	LA Leisure	2
19	30 August 2011	Confirmatory security deed	LA Leisure LA Fitness MOP (CS) Crown Sports Axis HFL Axis Rugby Axis Maidstone Trainstation Boomsign Dragons HCL	2
20	31 May 2013	Security Accession Deed (to the 2005 Debenture at 1 above)	LA Westminster	4
21	30 December 2013	Supplemental Debenture (to the 2005 Debenture at 1 above) over the lease at St Botolphs	LA Leisure	2

**EXECUTION VERSION**

	Date	Security Document	Chargors	Charging clause(s)
22	15 May 2014	Supplemental Debenture (to the 2005 Debenture at 1 above) over the lease at Leadenhall	LA Leisure	2
23	On or about the date of this Deed	Security Accession Deed (to the 2005 Debenture at 1 above)	Newco 1 Newco 2	4

**Schedule 3 - LAF Shares**

Description	Number of Shares
Ordinary shares of £0.05 each in L A Fitness Limited	42,207,102
A Preference shares of £1.00 each in L A Fitness Limited	100,000
B Preference shares of £1.00 each in L A Fitness Limited	35,612
C Preference shares of £1.00 each in L A Fitness Limited	100

**Schedule 4 - Land**

Chargor	Land	Title Number
CS Leisure Limited (02357146)	The Winners Club, 9 Dennis Parade, Winchmore Hill Road, London, N14 6AA (the Southgate club)	EGL373650
CS Leisure Limited (02357146)	Unit 1, Regent House, 293 Kirkdale, London, SE26 4QD (forming part of the Sydenham club)	TGL137435
CS Leisure Limited (02357146)	Unit 2, Regent House, 295 Kirkdale, London, SE26 4QD forming part of the Sydenham club)	TGL137436
CS Leisure Limited (02357146)	Regent House, 291 to 307 Kirkdale, London, SE26 4QD (forming part of the Sydenham club)	TGL137439
CS Leisure Limited (02357146)	Blocks F and L, 53-79 (odd) Highgate Road (the Highgate club)	NGL783490
CS Leisure Limited (02357146)	The Edwardian Club, Radford Crescent, Billericay, CM12 0DP (the Billericay club)	EX620255
CS Leisure Limited (02357146)	Warwick Squash Club, Welton Road, Warwick, CV34 5PZ (the Warwick Club)	WK378482
LA Fitness Employee Benefit Trust Limited (03229416)	Part of Lincoln Gate, 152-154 (even) Golders Green Road (the Golders Green club)	AGL61935

### **Schedule 5 - Shares**

None

### **Schedule 6 - Accounts**

None

### **Schedule 7 - Material Trade Marks**

None

### **Schedule 8 - Assigned Agreements**

None

### **Schedule 9 - Insurances**

None

**MOP LAF**

Executed as a deed by  
MOP Acquisitions (LAF) Limited )  
acting by a )  
director in the presence of )

[Redacted Signature]

Martin Long

Signature of witness

[Redacted Signature]

Anita Sivapalan

Name of witness

ANITA SIVAPALAN

Address

DENTONS UKMEA LLP  
ONE FLEET PLACE  
LONDON EC4M 7WS  
T +44 (0) 7242 1212

**The Acceding Parties**

**Executed as a deed by**  
**CS Leisure Limited**  
acting by a  
director in the presence of

)  
)  
)

Martin Long

Signature of witness

Name of witness

ANITA SIVAPALAN

Anita Sivapalan

Address

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T +44 (0) 7242 1212

**Executed as a deed by**  
**LA Fitness Employee Benefit**  
**Trust Limited** acting by a  
director in the presence of

)  
)  
)

Martin Long

Signature of witness

Name of witness

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Anita Sivapalan

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**The Chargors**

**Executed as a deed by**  
**Tolmers Newco 1 Limited**  
acting by a  
director in the presence of

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)  
)

Martin Long

Signature of witness

Anita Sivapalan

Name of witness

ANITA SIVAPALAN

Address

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**Executed as a deed by**  
**Tolmers Newco 2 Limited**  
acting by a  
director in the presence of

)  
)  
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Martin Long

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Anita Sivapalan

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EXECUTION VERSION

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L A Fitness Limited )  
acting by a )  
director in the presence of )

Martin Long

Signature of witness

Anita Sivapalan

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Executed as a deed by  
LA Leisure Limited )  
acting by a )  
director in the presence of )

Martin Long

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**EXECUTION VERSION**

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**MOP Acquisitions (CS) Limited** )  
acting by a )  
director in the presence of )

Martin Long

Signature of witness

Name of witness

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Anita Sivapalan

Address

DENTONS UKMEA LLP  
ONE FLEET PLACE  
LONDON EC4M 7WS  
T +44 (0) 7242 1212

**Executed as a deed by**  
**Crown Sports Limited** )  
acting by a )  
director in the presence of )

Martin Long

Signature of witness

Name of witness

*ANITA SIVAPALAN*

Anita Sivapalan

Address

DENTONS UKMEA LLP  
ONE FLEET PLACE  
LONDON EC4M 7WS  
T +44 (0) 7242 1212

**Executed as a deed by**  
**Axis Health and Fitness Limited** )  
acting by a )  
director in the presence of )

Martin Long

Signature of witness

Name of witness

*ANITA SIVAPALAN*

Anita Sivapalan

Address

DENTONS UKMEA LLP  
ONE FLEET PLACE  
LONDON EC4M 7WS  
T +44 (0) 7242 1212

EXECUTION VERSION

Executed as a deed by  
**Axis (Maidstone) Ltd**  
acting by a  
director in the presence of

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)  
)

Martin Long

Signature of witness

Name of witness

ANITA SIVAPALAN

Anita Sivapalan

Address

DENTONS UKMEA LLP  
ONE FLEET PLACE  
LONDON EC4M 7WS  
T +44 (0) 7242 1212

Executed as a deed by  
**Axis (Rugby) Ltd**  
acting by a  
director in the presence of

)  
)  
)

Martin Long

Signature of witness

Name of witness

ANITA SIVAPALAN

Anita Sivapalan

Address

DENTONS UKMEA LLP  
ONE FLEET PLACE  
LONDON EC4M 7WS  
T +44 (0) 7242 1212

Executed as a deed by  
**Dragons Health Clubs Limited**  
acting by a  
director in the presence of

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Martin Long

Signature of witness

Name of witness

ANITA SIVAPALAN

Anita Sivapalan

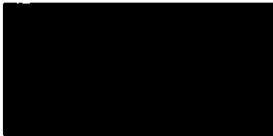
Address

DENTONS UKMEA LLP  
ONE FLEET PLACE  
LONDON EC4M 7WS  
T +44 (0) 7242 1212

EXECUTION VERSION

Executed as a deed by  
**Boomsign Limited**  
acting by a  
director in the presence of

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Martin Long

Signature of witness



Anita Sivapalan

Name of witness

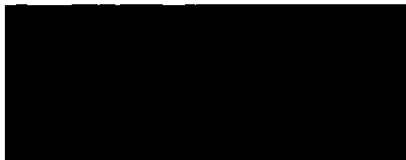
ANITA SIVAPALAN

Address

DENTONS UKMEA LLP  
ONE FLEET PLACE  
LONDON EC4M 7WS  
T +44 (0) 7242 1212

Executed as a deed by  
**Trainstation Limited**  
acting by a  
director in the presence of

)  
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)



Martin Long

Signature of witness



Anita Sivapalan

Name of witness

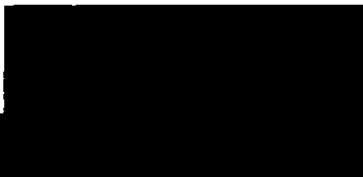
ANITA SIVAPALAN

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DENTONS UKMEA LLP  
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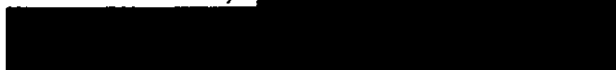
Executed as a deed by  
**L.A. Westminster Limited** acting by a  
director in the presence of

)  
)  
)



Martin Long

Signature of witness



Anita Sivapalan

Name of witness

ANITA SIVAPALAN

Address

DENTONS UKMEA LLP  
ONE FLEET PLACE  
LONDON EC4M 7WS  
T +44 (0) 7242 1212

**EXECUTION VERSION**

**The Security Trustee**

Signed for and on behalf of  
**The Royal Bank of Scotland plc**

Philip A Pentney

PHILIP A. PENTNEY  
SENIOR DIRECTOR  
HEAD OF SYNDICATED LOANS AGENCY