

CHFP025

## Declaration in relation to assistance for the acquisition of shares

# 155(6)a

Pursuant to section 155(6) of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

3367162

### Note

Please read the notes  
on page 3 before  
completing this form.

Name of company

\* Axis (Maidstone) Limited

\* insert full name  
of company

XWe see Appendix 1

- insert name(s) and address(es) of all the directors

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever  
is inappropriate

[illegible]

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXXXXXX~~ [company's holding company] Axis Health and Fitness

Limited) †

The assistance is for the purpose of ~~the acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. †

The number and class of the shares acquired or to be acquired is: See Appendix 2

Presentor's name address and  
reference (if any) :  
Berwin Leighton Paisner LLP  
Adelaide House  
London Bridge  
London  
EC4R 9HA  
VHEA/23733.1/5076898/1  
92 Chancery Lane

For official Use  
General Section



LD5 \*LUT  
COMPANIES HOUSE

303  
29/03/2006

The assistance is to be given to: (note 2) See Appendix 3

Please do not  
write in this  
margin

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

The assistance will take the form of:

See Appendix 4

The person who [has acquired] ~~XXXXXXX~~ † the shares is:

† delete as  
appropriate

Crown Sports PLC

The principal terms on which the assistance will be given are:

See Appendix 5

The amount of cash to be transferred to the person assisted is £ See Appendix 6

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is within eight weeks of the date hereof



**Axis (Maidstone) Limited (the "Company")**

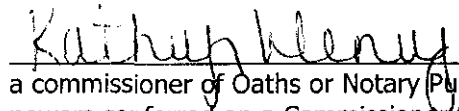
**Company number: 3367162**

This is Appendix 1 referred to in Form 155(6)a declared by all the directors of the Company on 21 March 2006.

Richard Taylor                      33 Green Lane, Edgware, Middlesex, HA8 7PS

Frederick Turok                      1 Broome Hal, Cold Harbour, Surrey, RH5 6HJ

Signed:



a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

**Axis (Maidstone) Limited (the "Company")**

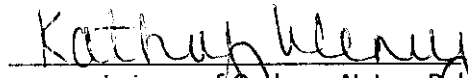
**Company number: 3367162**

This is Appendix 2 referred to in Form 155(6)a declared by all the directors of the Company on 21 March 2006.

The number and class of shares acquired or to be acquired is:

994,915 ordinary shares of £1 each

Signed:



a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

**Axis (Maidstone) Limited (the "Company")**

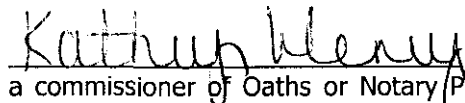
**Company number: 3367162**

This is Appendix 3 referred to in Form 155(6)a declared by all the directors of the Company on 21 March 2006.

The assistance is to be given to:

- 1 Crown Sports PLC whose registered office is situated at c/o Dragons Health Club, Carrington Street, Castle Ward Derby, Derbyshire DE1 2ND;
- 2 The Royal Bank of Scotland plc whose registered office is situated at 280 Bishopsgate, London EC2M 4RB;
- 3 Calyon whose registered office is situated at 122 Leadenhall Street London EC3V 4QH;
- 4 Lloyds TSB Bank plc whose registered office is situated at 25 Gresham Street, London, EC2V 7HN;
- 5 Saberasu Japan Investments II B.V. whose registered office is situated at Amaliaaan 41 C le verd, 3743KE Baarn, The Netherlands; and
- 6 Kaupthing Bank hf whose registered office is situated at Borgartúni 19, IS-105 Reykjavík, Iceland.

Signed:



a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

**Axis (Maidstone) Limited (the "Company")**

**Company number: 3367162**

This is Appendix 4 referred to in Form 155(6)a declared by all the directors of the Company on 21 March 2006.

**Definitions:**

**"Account"** means a Current Account (as defined in the Debenture), a Capital Reserve Account, a Holding Account or a Mandatory Prepayment Account (each as defined in the Senior Facilities Agreement).

**"Act"** means the Companies Act 1985.

**Ancillary Liabilities** in relation to any of the Liabilities means:

- (a) any refinancing, novation (not being a transfer permitted by the Finance Documents) refunding, deferral or extension of any of those liabilities;
- (b) any further advance which may be made under any agreement supplemental to any relevant facilities agreement plus all interest, fees and costs in connection therewith;
- (c) any claim for damages or restitution in the event of rescission of any such liabilities or otherwise in connection with any relevant facilities agreement;
- (d) any claim against any Obligor flowing from any recovery by a borrower under the Senior Facilities Agreement or any other person of a payment or discharge in respect of those liabilities on the grounds of preference or otherwise; and
- (e) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of them in any insolvency or other proceedings.

**"Assigned Agreements"** has the meaning given to it in the Debenture.

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

**"Book Debts"** means, in relation to the Company, all its book debts arising in the ordinary course of trading.

**"Chargor"** means MOP and each company which grants Security over its assets in favour of the Security Trustee by executing a security accession agreement in accordance with the Debenture.

**"Crunch Bidco"** means MOP Acquisitions (CS) Limited, a company incorporated in the Cayman Islands with registered number WK-162104.

**"Crunch Bridge Lender"** means Kaupthing Bank hf.

**"Crunch Bridge Facility Agreement"** means the loan agreement dated 17 February 2006 made between Crunch Bidco and the Crunch Bridge Lender in the agreed form.

**"Crunch Bridge Finance Documents"** has the meaning given to the term Finance Documents in the Crunch Bridge Facility Agreement.

**"Crunch Bridge Liabilities"** means all present and future liabilities or obligations (actual or contingent) payable or owing at any time by Crunch Bidco to the Crunch Bridge Lender under the Crunch Bridge Finance Documents (other than the Crunch Guarantee Liabilities).

**"Crunch Finance Parties"** means the Senior Finance Parties, the Mezzanine Finance Parties and the Crunch Bridge Lender.

**"Crunch Guarantee"** the guarantee granted by MOP to the Crunch Bridge Lender in the Crunch Bridge Facility Agreement.

**"Crunch Guarantee Liabilities"** means all present and future liabilities or obligations payable or owing at any time by MOP to the Crunch Bridge Lender under the Crunch Guarantee together with any related Ancillary Liabilities.

**"Crunch Security"** means the Security granted under the Crunch Security Documents.

**"Crunch Security Documents"** means a share charge, legal mortgages (including the Mortgage) an assignment and an account charge each in favour of the Crunch Finance Parties.

**"Crunch Senior Liabilities"** means all present and future liabilities or obligations (actual or contingent) payable or owing at any time by any Obligor to the Senior Finance Parties under the Senior Finance Documents under and in relation to certain facilities provided thereunder including, for the avoidance of doubt, any interest or costs in relation to such items.

**"Distribution Rights"** means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

**"Facility Agreements"** means each of the Senior Facilities Agreement and the Mezzanine Facility Agreement.

**"Finance Documents"** means the Senior Finance Documents and the Mezzanine Finance Documents.

**"Finance Party"** means a Senior Finance Party or a Mezzanine Finance Party.

**"Group"** has the meaning given to that term in the Facility Agreements.

**"Hedging Liabilities"** means all liabilities of any Obligor to a Hedging Counterparty under the Hedging Documents together with any related Ancillary Liabilities (each such term as defined in the Intercreditor Agreement).

**"Insurances"** means, in relation to the Company, each contract or policy of insurance (other than in relation to third party liabilities (which shall include references to employees and directors/officers liabilities) or consequential loss policies) to which the Company is a party or in which it has an interest.

**"Intellectual Property Rights"** means:



- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not;

**"Intercreditor Agreement"** means the intercreditor agreement dated 6 May 2005 and made between MOP, the Security Trustee, the Senior Agent, the Mezzanine Agent, the Senior Lenders, the Ancillary Lenders, the Mezzanine Lenders, the Investors (as defined therein) and certain others (as amended by an amendment and restatement agreement dated 4 July 2005, an amendment and restatement agreement dated 17 February 2006 and as amended, varied, supplemented, replaced or novated from time to time).

**"Intragroup Liabilities"** means all present and future liabilities or obligations (actual or contingent) payable or owing at any time by any Group Company to any other Group Company together with any related Ancillary Liabilities (each such term as defined in the Intercreditor Agreement).

**"Investments"** means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements).

**"Investor Liabilities"** means all present and future liabilities or obligations (actual or contingent) payable or owing at any time by MOP to the Investors under the Investor Documents together with any related Ancillary Liabilities (each such term as defined in the Intercreditor Agreement).

**"Land"** has the same meaning as it has in section 205(1) of the Law of Property Act 1925.

**"Liabilities"** means the Senior Liabilities, the Mezzanine Liabilities, the Hedging Liabilities, the Intragroup Liabilities and the Investor Liabilities.

**"Material Trade Mark"** means each United Kingdom registered trade mark registered in the name of a Chargor and identified as being such in the security accession agreement pursuant to which such Chargor acceded to the Debenture or any other Trade Mark which is material in the context of the business or trading of such Chargor.

**"Material Trade Mark Application"** means each application for the United Kingdom registration of a Material Trade Mark.

**"Mezzanine Facility Agreement"** means the £19,000,000 mezzanine facility agreement dated 6 May 2005 made between (amongst others) MOP as borrower and as guarantor, Saberasu Japan Investments II B.V. as the mezzanine agent (the **"Mezzanine Agent"**), Saberasu Japan Investments II B.V. as the mandated lead arranger (the **"Mezzanine**

**Arranger**"), The Royal Bank of Scotland plc as the Security Trustee, and the persons named in that Mezzanine Facility Agreement as mezzanine lenders (the **"Mezzanine Lenders"**) (as amended by an amendment and restatement agreement dated 4 July 2005, an amendment and restatement agreement dated 17 February 2006 and as amended, varied, supplemented, replaced or novated from time to time);

**"Mezzanine Finance Documents"** means the Finance Documents as defined in the Mezzanine Facility Agreement.

**"Mezzanine Finance Party"** means a Finance Party as defined in the Mezzanine Facility Agreement (amended to exclude each "Hedging Counterparty" as defined in the Mezzanine Facility Agreement).

**"Mezzanine Liabilities"** means all present and future liabilities or obligations (actual or contingent) payable or owing at any time by any Group Company to the Mezzanine Finance Parties under the Mezzanine Finance Documents, together with any Ancillary Liabilities (as such term is defined in the Intercreditor Agreement).

**"Mezzanine Obligor"** means an Obligor as defined in the Mezzanine Facility Agreement.

**"MOP"** means MOP Acquisitions (LAF) Limited a company incorporated in England and Wales with registered number 5384582.

**"Non Trading Debts"** means all debts and moneys due or payable to a Chargor except for Book Debts and those referred to in Clause 3.7 (*Accounts held with Finance Parties*) and Clause 3.13 (*Accounts held with third parties*) of the Debenture.

**"Note Liabilities"** means all present and future liabilities or obligations (actual or contingent) payable or owing at any time by MOP to the Noteholders under the Investor Loan Note Documents (each such term as defined in the Intercreditor Agreement).

**"Obligor"** means MOP, each Borrower and each Guarantor (each such term having the meaning given to it in the Intercreditor Agreement).

**"Plant and Machinery"** means all the Company's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

**"Priority Senior Liabilities"** means the Senior Liabilities but on the basis that the maximum principal amounts of the Senior Liabilities does not exceed £147,000,000 (or its equivalent in other currencies) and the maturity date of such principal amounts is not later than the maturity date in respect of the Mezzanine Liabilities.

**"Postponed Senior Liabilities"** means any Senior Liabilities (other than the Priority Senior Liabilities).

**"Receiver"** means a receiver appointed pursuant to the Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes also an administrative receiver.

**"Secured Liabilities"** means the liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents except for any liabilities which, if secured by the Debenture, would result in a contravention by a Chargor of section 151 of the Act.

**"Security"** means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

**"Security Asset"** means all of the assets of the Company which are the subject of any Security created or to be created by the Debenture.

**"Security Trustee"** means The Royal Bank of Scotland plc and its successors in title, permitted assigns, permitted transferees and any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Finance Documents.

**"Senior Facilities Agreement"** means the £114,945,000 senior term and revolving facilities agreement dated 6 May 2005 made between (amongst others) MOP as borrower and guarantor, The Royal Bank of Scotland plc, Calyon and Lloyds TSB Bank plc as Mandated Lead Arrangers (the **"Senior Arranger"**), The Royal Bank of Scotland plc as security trustee, agent (the **"Senior Agent"**), ancillary lender (the **"Ancillary Lender"**) and issuing bank (the **"Issuing Bank"**) and the Lenders (as amended by an amendment and restatement agreement dated 4 July 2005, an amendment and restatement agreement dated 17 February 2006 and as amended, varied, supplemented, replaced or novated from time to time).

**"Senior Finance Documents"** means the Finance Documents as defined in the Senior Facilities Agreement.

**"Senior Finance Party"** means a Finance Party as defined in the Senior Facilities Agreement.

**"Senior Liabilities"** means all present and future liabilities or obligations (actual or contingent) payable or owing at any time by any Obligor to the Senior Finance Parties under the Senior Finance Documents, together with any related Ancillary Liabilities (as such term is defined in the Intercreditor Agreement).

**"Senior Obligor"** means an Obligor as defined in the Senior Facilities Agreement.

**"Shares"** means all shares held by the Company in its Subsidiaries.

**"Subsidiary"** means a subsidiary undertaking within the meaning of Section 258 of the Act.

**"Trade Mark"** means each United Kingdom registered trade mark of the Company registered in the name of the Company.

**"Trade Mark Application"** means each application for the United Kingdom registration of a trade mark.

**"Trade Mark Chargor"** means a Chargor that owns Trade Mark Property.

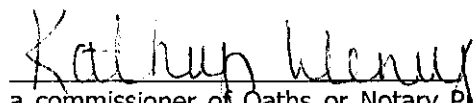
**"Trade Mark Property"** means:

- (a) all Material Trade Marks;
- (b) all Material Trade Mark Applications;
- (c) any goodwill associated with any Material Trade Mark; and
- (d) any other right which may arise from, relate to, or be associated with any Material Trade Mark or Material Trade Mark Application or, in either case, its use in business.

The assistance will take the form of the Company entering into the following documents as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time:

- (a) an accession letter (the "**Senior Facilities Agreement Stage 3 Accession Letter**") to be entered into by the Company, pursuant to which the Company will become a guarantor to the Senior Facilities Agreement;
- (b) an accession letter (the "**Mezzanine Facility Agreement Stage 3 Accession Letter**") to be entered into by the Company, pursuant to which the Company will become a guarantor to the Mezzanine Facility Agreement;
- (c) a debenture (the "**Debenture**") entered into by the Company in favour of the Security Trustee;
- (d) an intercreditor accession letter entered into by the Company pursuant to which the Company acceded to the Intercreditor Deed;
- (e) a mortgage (the "**Mortgage**") to be made between the Company and the Security Trustee; and
- (f) any other document as the directors of the Company consider necessary in connection with the above.

Signed:



a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

**Axis (Maidstone) Limited (the "Company")**

**Company number: 3367162**

This is Appendix 5 referred to in Form 155(6)a declared by all the directors of the Company on 21 March 2006.

Unless the context otherwise permits all capitalised terms in this Appendix 5 shall have the meanings given to them in Appendix 4.

The principal terms on which the assistance will be given are as follows:

**Senior Facilities Agreement**

- 1 By acceding to the Senior Facilities Agreement as a Guarantor (as defined therein) the Company among other things:
  - 1.1 irrevocably and unconditionally, jointly and severally guaranteed to each Senior Finance Party punctual performance by each other Senior Obligor of its obligations under the Senior Finance Documents;
  - 1.2 irrevocably and unconditionally, jointly and severally undertook with each Senior Finance Party to immediately on demand pay an amount equal to any amount not paid when due by any Senior Obligor under or in connection with any Senior Finance Document as if it were the principal obligor;
  - 1.3 irrevocably and unconditionally, jointly and severally indemnified each Senior Finance Party immediately on demand against any cost, loss or liability suffered by that Senior Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;
  - 1.4 made certain representations to the Senior Finance Parties; and
  - 1.5 undertook to comply with certain general undertakings, including an undertaking not to create or permit to subsist any Security over any of its assets and not to sell, lease, transfer, loan or otherwise dispose of any of its assets or enter into an agreement to make any such disposal (in each case, subject to certain exceptions)

and by virtue of the execution, delivery and performance of the Senior Facilities Agreement Stage 3 Accession Letter the guarantee and indemnity obligations undertaken by it under the Senior Finance Documents shall exclude any indebtedness, liabilities and obligations under any of the Term Facilities (as defined in the Senior Facilities Agreement) to the extent used for the purposes set out in Clause 3.1.1(a) and (b) (Purpose of the Facilities) of the Senior Facilities Agreement.

**Mezzanine Facility Agreement**

- 2 By acceding to the Mezzanine Facility Agreement as a Guarantor (as defined therein) the Company among other things:
  - 2.1 irrevocably and unconditionally, jointly and severally guaranteed to each Mezzanine Finance Party (as defined in the Mezzanine Facility Agreement) punctual

performance by each other Mezzanine Obligor of its obligations under the Mezzanine Finance Documents;

- 2.2 irrevocably and unconditionally, jointly and severally undertook with each Mezzanine Finance Party (as defined in the Mezzanine Facility Agreement) to immediately on demand pay an amount equal to any amount not paid when due by any Mezzanine Obligor under or in connection with any Mezzanine Finance Document as if it were the principal obligor;
- 2.3 irrevocably and unconditionally, jointly and severally indemnified each Mezzanine Finance Party (as defined in the Mezzanine Facility Agreement) immediately on demand against any cost, loss or liability suffered by that Mezzanine Finance Party (as defined in the Mezzanine Facility Agreement) if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal;
- 2.4 made certain representations to the Mezzanine Finance Parties (as defined in the Mezzanine Facility Agreement); and
- 2.5 undertook to comply with certain general undertakings, including an undertaking not to create or permit to subsist any Security over any of its assets and not to sell, lease, transfer, loan or otherwise dispose of any of its assets or enter into an agreement to make any such disposal (in each case, subject to certain exceptions),  
  
and by virtue of the execution, delivery and performance of the Mezzanine Facility Agreement Stage 3 Accession Letter the guarantee and indemnity obligations undertaken by it under the Mezzanine Finance Documents shall exclude any indebtedness, liabilities and obligations under any of the Term Facilities (as defined in the Mezzanine Facility Agreement) to the extent used for the purposes set out in Clause 3.1.1(a) and (b) (Purpose of the Facilities) of the Mezzanine Facility Agreement.

### **Debenture**

- 3 By entering into the Debenture, the Company, among other things:
  - 3.1 covenanted to the Security Trustee and the other Finance Parties on demand to pay and discharge all Secured Liabilities when due;
  - 3.2 with full title guarantee and as continuing security in favour of the Security Trustee as trustee for the Finance Parties, secured the payment and discharge of all Secured Liabilities:
    - 3.2.1 subject to Clause 7.2.4 of the Debenture, charge by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 1 (Land charge by way of legal mortgage) to the Debenture;
    - 3.2.2 subject to Clause 7.2.4 of the Debenture, charge by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land;
    - 3.2.3 mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) charge by way of fixed charge, all Shares and all related Distribution Rights;

- 3.2.4 mortgage or (if and to the extent that the Debenture does not take effect as a mortgage) charge by way of fixed charge, all Investments and all related Distribution Rights, including those held for it by any nominee;
- 3.2.5 charge by way of fixed charge, all Plant and Machinery in so far as it is not charge by way of legal mortgage under any other provisions of the Debenture;
- 3.2.6 charge by way of fixed charge, all Book Debts and all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts;
- 3.2.7 charge by way of fixed charge, all Non Trading Debts and all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts;
- 3.2.8 charge by way of fixed charge, all amounts standing to the credit of each Account held with the Security Trustee and each other Finance Party, and any other account in its name held with the Security Trustee and each other Finance Party or to which it is beneficially entitled (subject to the terms of the Debenture);
- 3.2.9 charge by way of fixed charge, all Intellectual Property Rights including, where a chargor is a Trade Mark Chargor, any Trade Mark Property which belongs to it now or at any time during the Security Period (as defined in the Facility Agreement), and all fees, royalties and other rights of every kind deriving from the Trade Mark Property;
- 3.2.10 charge by way of fixed charge, its goodwill;
- 3.2.11 charge by way of fixed charge, its uncalled capital;
- 3.2.12 charge by way of fixed charge, the benefit of all Authorisations held by it in relation to any Security Asset;
- 3.2.13 assign absolutely all its rights and interests under the Assigned Agreements to which it is party and other than the agreements which are assign under the Assignment;
- 3.2.14 on or immediately following the transfer of all bank accounts and transmission banking business in accordance with Clause 26.30 and 26.31 of the Facility Agreements, assign absolutely or (if and to the extent that the assignment is not effective) charge by way of fixed charge, all amounts from time to time standing to the credit of each account (including any Account) held with a party, other than a Finance Party, in its name or to which it is beneficially entitled;
- 3.2.15 assign absolutely all its rights and interests in the Insurances (subject to the terms of the Debenture);
- 3.2.16 charge by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements which are effectively assign by any other provisions of the Debenture;
- 3.2.17 charge by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgage, charge by way of fixed charge or assign under the Debenture; and

- 3.2.18 agreed to hold on trust any Security Asset in respect of which assignment or charging is prohibited,
- 3.2.19 such Security being in each case (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Company and, to the extent that it does not own those assets, extending to any right or interest which it may have in them;
- 3.3 undertook at its own expense, promptly to take any action and sign or execute any further documents which the Security Trustee may require in order to:
  - 3.3.1 give effect to the requirements of the Debenture;
  - 3.3.2 protect, preserve and perfect the Security intended to be created by or pursuant to the Debenture;
  - 3.3.3 protect and preserve the ranking of the Security intended to be created by or pursuant to the Debenture with any other Security over any assets of any Chargor; or
  - 3.3.4 facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Security Trustee, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may (i) disapply section 93 of the Act and (ii) contain an assignment to the Security Trustee of the Book Debts in any manner reasonably required by the Security Trustee;
- 3.4 except as permitted by the Facility Agreements, undertook not to enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan (and, in the case of the Book Debts, factor or discount them), nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal; and
- 3.5 undertook not to create or permit to subsist any Security over any of its assets except for Security which is expressly permitted by the Facility Agreements.

#### **Intercreditor Agreement**

- 4 By acceding to the Intercreditor Agreement, the Company and the parties thereto agreed the terms in relation to the ranking of security and the ranking and subordination of Liabilities and by acceding to the Intercreditor Agreement the Company will acknowledged and be bound by its terms. In particular the Intercreditor Agreement provides that:
  - 4.1 the ranking of the Liabilities, in respect of certain proceeds, as between the Crunch Senior Liabilities, the Priority Senior Liabilities, the Hedging Liabilities, the Mezzanine Liabilities and the Crunch Bridge Liabilities during certain periods;
  - 4.2 subject to the ranking highlighted in paragraph 4.1 above, the ranking of the Liabilities as between the Priority Senior Liabilities, the Hedging Liabilities, the



Mezzanine Liabilities, the Postponed Senior Liabilities, the Note Liabilities, the Crunch Guarantee Liabilities, the Investor Liabilities and the Intragroup Liabilities;

- 4.3 the priority of the Crunch Security, in respect of certain proceeds, as applied against the Crunch Senior Liabilities, the Priority Senior Liabilities, the Hedging Liabilities, the Mezzanine Liabilities, the Crunch Bridge Liabilities and the Postponed Senior Liabilities during certain periods; and
- 4.4 subject to the priority highlighted in paragraph 4.3 above, the priority of all Security conferred on the Finance Parties as applied against the Priority Senior Liabilities, the Hedging Liabilities, the Mezzanine Liabilities and the Postponed Senior Liabilities.

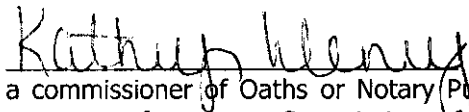
### **Mortgage**

- 5 By entering into the Mortgage, the Company, among other things, will charge:
- 5.1.1 subject to Clause 2.2 of the Mortgage, by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 1 (*Land charged by way of legal mortgage*) of the Mortgage;
- 5.1.2 subject to Clause 2.2 of the Mortgage, by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land; and
- 5.1.3 by way of fixed charge all moneys to be received under any policy of insurance effected in respect of the Land referred to in paragraph 5.1.1 above.
- 5.2 The Company will undertake not to create or permit to subsist any Security over any of its assets except for Security which is expressly permitted by the Facility Agreements.

### **General**

- 6 The Company will give certain other representations, warranties, covenants and indemnities to the Finance Parties pursuant to the Finance Documents.

Signed:



a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

**Axis (Maidstone) Limited (the "Company")**

**Company number: 3367162**

This is Appendix 6 referred to in Form 155(6)a declared by all the directors of the Company on 21 March 2006.

Unless the context otherwise permits all capitalised terms in this Appendix 6 shall have the meanings given to them in Appendix 4.

The amount of cash to be transferred to the person assisted:

Cash to be transferred at the time of the giving of financial assistance is nil however cash may become payable under Finance Documents.

Signed:



a commissioner of Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

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London WC2N 6RH  
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Facsimile +44 (0) 20 7822 4652

The Directors  
Axis (Maidstone) Limited  
Carrington Street  
Derby  
DE1 2ND

21 March 2006

Dear Sirs

**Auditors' report to the directors of Axis (Maidstone) Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of Axis (Maidstone) Limited (the "Company") dated 21 March 2006 in connection with the proposal that the Company should give financial assistance for the purchase of the ordinary shares of the Company's holding company, Axis Health and Fitness Limited. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

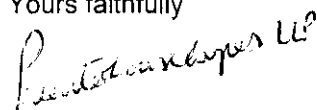
**Basis of opinion**

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

**Opinion**

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers LLP  
Chartered Accountants and Registered Auditors