

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

637794/91  
**395**

CHFP025

Please do not  
write in  
this margin

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

\* insert full name  
of Company

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

For official use

20

Company number

03381595

Name of company

Trainstation Limited (the **Chargor**)

Date of creation of the charge

21 July 2009

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

An amendment deed supplementing and amending a Deed of Release (the **Amendment Deed**) entered into by (1) the **Chargor**, (2) the Companies (as set out in Schedule 1 of this Form 395) (each a **Chargor** and together the **Chargors**) and (3) The Royal Bank of Scotland plc as security trustee for various lenders.

Amount secured by the mortgage or charge

The liabilities of the Obligor to the Finance Parties under or pursuant to the Finance Documents, except for any liabilities which, if secured by each of the Security Documents, would result in a contravention by a **Chargor** of section 151 of the Companies Act 1985 (the **Secured Liabilities**).

Note: Capitalised terms not defined on this page are defined in the M395 Continuation Sheet attached.

Please return  
via

CH London Counter

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

The Royal Bank of Scotland plc, of 280 Bishopsgate, London as security trustee for various lenders (the **Security Trustee**).

Postcode EC2M 4RB

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

Denton Wilde Sapte LLP  
One Fleet Place  
London EC4M 7WS  
HJ/LZF/70001.00059

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



LD6

31/07/2009  
COMPANIES HOUSE

375

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached.

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)

NIL

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

Signed

*Denton Wilde Scott LLP*

Date

*31/7/09*

On behalf of [company] [mortgagee/chargee]<sup>†</sup>

Notes

<sup>†</sup> delete as  
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

\* insert full name  
of company

Trainstation Limited

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

**1 Continuing charge**

Save as otherwise expressly released by the Amendment Deed, the security interests created under the Security Documents and the covenants, obligations and liabilities (whether actual or contingent) given or owing and the other rights granted to the Security Trustee under the Security Documents shall remain in full force and effect.

**2 Confirmation**

- 2.1 The Companies undertake not to register at Companies House any statutory declaration relating to the Deed of Release in recognition of the inadvertent release effected by clause 1 of the Deed of Release and in order to give effect to the terms of the Amendment Deed.
- 2.2 By way of confirmation, the Companies hereby respectively charge in the manner referred to in the Security Documents to which they are a party, the Remaining Assets to secure the discharge of the Secured Liabilities, as defined in each of the respective relevant Security Documents.

**3 Definitions**

**Additional Borrower** means a company which becomes a Borrower in accordance with Clause 29 (*Changes to the Obligors*) of the Facility Agreement.

**Additional Guarantor** means a company which becomes a Guarantor in accordance with Clause 29 (*Changes to the Obligors*) of the Facility Agreement.

**Agent** means The Royal Bank of Scotland plc as agent of the other Finance Parties.

**Ancillary Lender** means The Royal Bank of Scotland plc acting as agent on behalf of National Westminster Bank Plc as ancillary lender.

**Arrangers** means The Royal Bank of Scotland plc, Calyon, Lloyds TSB Bank plc and Barclays Bank Ireland plc as mandated lead arrangers.

**Asset Purchase Agreement** means the asset purchase agreement dated 24 April 2009 made between the Companies and the Buyer.

**Bidco** means MOP Acquisition (LAF) Limited, a company incorporated in England and Wales with registered number 5384582.

**Borrower** means the Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 29 (*Changes to the Obligors*) of the Facility Agreement.

**Buyer** means LA Leisure Limited.

**Companies** means the companies listed in Schedule 1 of this Form 395.

**Deed of Release** means a deed of release entered into by the Parties dated 7 May 2009.

**Facility Agreement** means each of the Senior Facility Agreement and the Mezzanine Facility Agreement.

**Finance Documents** means the Facility Agreement as amended by the Amendment Deed, the Syndication Letter, New Syndication Letter, each Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement as amended by the Amendment Deed, any

Company number

03381595

Name of company

\* insert full name  
of company

Trainstation Limited

Resignation Letter, any Selection Notice, any Supplemental Document, any Transaction Security Document, any Utilisation Request, the Amendment Deed, the Amendment and Restatement Agreement, the Intercreditor Amendment Deed, the Second Amendment and Restatement Agreement, the Intercreditor Amendment Agreement, the Intercreditor Amendment and Restatement Agreement, the Third Amendment and Restatement Agreement, the Second Intercreditor Amendment and Restatement Agreement and any other document designated as a Finance Document by the Agent and Bidco, each as defined in the Facility Agreement.

**Finance Parties** means the Agent, the Arrangers, the Security Trustee, the Lenders, the Issuing Bank, the Hedging Counterparty, and the Ancillary Lender.

**Guarantor** means the Original Guarantor or an Additional Guarantor.

**Hedging Counterparty** has the meaning given to that term in the Intercreditor Agreement.

**Intercreditor Agreement** has the meaning given in the Facility Agreement.

**Issuing Bank** means The Royal Bank of Scotland plc.

**Lender** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 28 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

**Mezzanine Facility Agreement** means the mezzanine facility agreement dated 6 May 2005 and made between Bidco as original borrower and as original guarantor, Saberasu Japan Investments II B.V. the mezzanine agent and the mandated lead arranger, The Royal Bank of Scotland plc as security trustee and the persons named in that mezzanine facility agreement as Lenders, as amended by an amendment deed dated 4 July 2005 and an amendment and restatement agreement dated 17 February 2006.

**Milton Keynes Property** means the leasehold property at Force 10 Fitness Club, Brickhill Street, Willen Lake, Milton Keynes MK15 0DS.

**Obligors** means a Borrower or a Guarantor.

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

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

**Original Lender** means the financial institutions listed in Schedule 1 (*The Original Lenders*) of the Facility Agreement as lenders.

**Parties** means the parties to the Amendment Deed.

**Remaining Assets** means the property and assets that still remain under the ownership of certain of the Companies.

**Security Documents** means the documents specified in Schedule 1 of the Amendment Deed (as set out in Schedule 2 of this Form 295).

**Senior Facility Agreement** means the senior facilities agreement dated 6 May 2005 and made between Bidco

Company number

03381595

Name of company

\* insert full name  
of company

Trainstation Limited

as original borrower and as original guarantor, the Security Trustee and the other Finance Parties (as defined in that agreement) as amended by an amendment deed dated 4 July 2005 and an amendment and restatement agreement dated 17 February 2006.

## Schedule 1 – The companies

| Company                         | Company number |
|---------------------------------|----------------|
| Axis (Maidstone) Limited        | 03367162       |
| Axis (Rugby) Limited            | 03573327       |
| Boomsign Limited                | 02305174       |
| Dragons Health Clubs Limited    | 02215690       |
| LA Fitness Limited              | 03224406       |
| Axis Health and Fitness Limited | 02802122       |

## Schedule 2 – Security Documents

| Description   | Date          | Parties   |
|---|---------------|---|
| Security Accession Deed pursuant to a debenture dated 6 May 2005 between LA Fitness PLC as Chargor (1) and The Royal Bank of Scotland plc as Security Trustee (2) | 14 July 2005  | LA Fitness PLC (1), MOP Acquisitions (LAF) Limited (2) and The Royal Bank of Scotland plc (3)   |
| Debenture   | 23 March 2006 | MOP Acquisitions (LAF) Limited (1), Axis Health and Fitness Limited (2), Crown Sports plc (3), Dragons Health Clubs Limited (4), Axis (Maidstone) Limited (5), Axis (Rugby) Limited (6), Trainstation Limited (7), Boomsign Limited (8) (the Chargors) and The Royal Bank of Scotland as Security Trustee (9) |
| Supplemental Debenture  | 21 June 2006  | Axis (Rugby) Limited as Chargor and The Royal Bank of Scotland plc as Security Trustee  |
| Supplemental Debenture  | 21 June 2006  | Dragons Health Clubs Limited as Chargor and The Royal Bank of Scotland plc as Security Trustee  |
| Supplemental Debenture  | 21 June 2006  | Axis Health & Fitness Limited as Chargor and The Royal Bank of Scotland plc as Security Trustee   |
| Supplemental Debenture  | 21 June 2006  | Axis (Maidstone) Limited as Chargor and The Royal Bank of Scotland plc as Security Trustee  |

**M395 Continuation Sheet**

Company number

03381595

Name of company

\* insert full name  
of company

Trainstation Limited



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 3381595  
CHARGE NO. 20

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN AMENDMENT DEED DATED 21  
JULY 2009 AND CREATED BY TRAINSTATION LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
OBLIGORS TO THE FINANCE PARTIES 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 31  
JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 AUGUST 2009

MH  
PO



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES