

MG01

Particulars of a mortgage or charge

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Please see 'How to pay' on the last page.

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☒ What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ What this form is for
You cannot use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

TUESDAY



LD5 *L4KBLXIK* 13/09/2011 25
COMPANIES HOUSE

lease
v uk

1 Company details

Company number 03381595

Company name in full TRAINSTATION LIMITED (the "Chargor")

21 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 Date of creation of charge

Date of creation 30/08/2011

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A supplemental security and confirmation deed dated 30 August 2011 and entered into
between, inter alios, (1) the Chargor and (2) Royal Bank of Scotland (the "Security Trustee")
(the "Deed")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The liabilities of the Obligors to the Finance Parties under
or pursuant to the Finance Documents except for any
liabilities which, if secured by this Deed, would result in a
contravention by a Chargor of section 151 of the
Companies Act 1985, and the secured liabilities extend to
and 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, varied and
restated pursuant to the Fourth Senior Amendment
Agreement and the Fourth Mezzanine Amendment
Agreement, including for the avoidance of doubt, all
amounts being lent pursuant to Mezzanine Facility A (the
"Secured Liabilities")

Note Capitalised terms not defined on this page are
defined in the MG01 continuation sheet at paragraph 4

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

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5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name	THE ROYAL BANK OF SCOTLAND PLC							
Address	Syndicated Loans Agency							
	15 Bishopsgate, London							
Postcode	E	C	2	P		2	A	P
Name								
Address								
Postcode								

6

Short particulars of all the property mortgaged or charged


Please give the short particulars of the property mortgaged or charged

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

Short particulars	See the MG01 Continuation Sheet attached
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7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered	
Commission allowance or discount	Nil	
8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870) We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)	
9 Signature	Signature Please sign the form here <hr/> Signature <div style="text-align: center;">  </div> <hr/> This form must be signed by a person with an interest in the registration of the charge	

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name

James Lydeard/70001 00059

Company name

SNR Denton UK LLP

Address

One Fleet Place

Post town

London

County/Region

Greater London

Postcode

E C 4 M 7 W S

Country

England

DX

DX 242

Telephone

0207 242 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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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

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 or email 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

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6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>1 Confirmatory Charge</p> <p>The Chargor, with full title guarantee, in favour of the Security Trustee (as trustee for the Finance Parties), charged on the terms set out in the relevant Charging Clause of the relevant Security Documents <u>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 increase in the Secured Liabilities effected pursuant to the Fourth Mezzanine Amendment Agreement (including, for the avoidance of doubt, all amounts lent pursuant to Mezzanine Facility A)</u></p> <p>2 Continuing Security</p> <p>2 1 Continuing Security</p> <p>The security interests created by the Security Documents continue in full force and effect as supplemented by the Deed</p> <p>2 2 Other Security</p> <p>The security is in addition to and shall neither be merged in 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 Parties may hold for any of the Secured Liabilities, and this security may be enforced against the Chargor without first having recourse to any other rights of the Security Trustee or any other Secured Parties</p> <p>3 Nature of Security created</p> <p>3 1 Nature of Security Created</p> <p>The Security created under the Deed was created</p> <ul style="list-style-type: none"> (a) as a continuing security to secure the payment and discharge of the Secured Liabilities, (b) (except in the case of assets which are the subject of a legal mortgage under any Security Document) over all present and future assets of the kind described which are owned by the relevant Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them, (c) in favour of the Security Trustee as trustee for the Finance Parties, and (d) with full title guarantee 	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>3 2 Further Assurance</p> <p>3 2 1 Subject to the Senior Facilities Agreement (as amended from time to time) and to the Mezzanine Facility Agreement (as amended from time to time), the Chargor 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))</p> <p>(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,</p> <p>(b) to confer on the Security Trustee or on the Secured Parties security over any property and assets of the Chargor 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</p> <p>(c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created by this Deed</p> <p>3 2 2 Subject to the Senior Facilities Agreement (as amended from time to time) and to the Mezzanine Facility Agreement (as amended from time to time), the Chargor 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</p> <p>4 Definitions</p> <p>2005 Debenture means the debenture dated 6 May 2005 between MOP LAF and the Security Trustee</p> <p>2006 Debenture means the debenture dated 23 March 2006 between, among others, MOP LAF and the Security Trustee</p> <p>Ancillary Liabilities in relation to any of the Liabilities (as defined in the Intercreditor Agreement) means</p> <p>(a) any refinancing, novation (not being a transfer permitted by the Finance Documents) refunding, deferral or extension of any of those liabilities,</p> <p>(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,</p>	

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Short particulars	<p>(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,</p> <p>(d) any claim against any Obligor flowing from any recovery by a Borrower or any other person of a payment or discharge in respect of those liabilities on the grounds of preference or otherwise, and</p> <p>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</p> <p>Axis HFL means Axis Health and Fitness Limited, a company registered in England and Wales with company number 02802122</p> <p>Axis Maidstone means Axis (Maidstone) Limited, a company registered in England and Wales with company number 03367162</p> <p>Axis Rugby means Axis (Rugby) Limited, a company registered in England and Wales with company number 03573327</p> <p>Boomsign means Boomsign Limited, a company incorporated in England and Wales with company number 02305174</p> <p>Boomsign Supplemental Debenture means the supplemental debenture dated 21 June 2006 between Boomsign and the Security Trustee</p> <p>Borrower means MOP LAF and each Group Company which becomes a borrower under any Finance Document</p> <p>Charging Clause means in respect of each Security Document listed in Schedule 1 to this Form MG01, the clause number(s) set out in the column entitled "Charging Clause" opposite the relevant Security Document</p> <p>Chargors has the meaning given to it in the Deed</p> <p>Crown Sports means Crown Sports Limited, a company registered in England and Wales with company number 02476401</p> <p>Dragons HCL means Dragons Health Clubs Limited, a company registered in England and Wales with company number 02215690</p> <p>Dragons HCL Supplemental Debenture means the supplemental debenture dated 21 June 2006 between Dragons HCL and the Security Trustee</p> <p>Finance Documents means the Senior Finance Documents and the Mezzanine Finance Documents</p>

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Finance Parties means the Senior Finance Parties and the Mezzanine Finance Parties</p> <p>First Security Accession Deed means the Security Accession Deed dated 14 July 2005 between LA Fitness, MOP LAF and the Security Trustee</p> <p>First Supplemental Deed means the supplemental deed to the 2005 Debenture dated 4 October 2005 between LA Leisure, LA Fitness, MOP LAF and the Security Trustee</p> <p>Fourth Mezzanine Amendment Agreement means the amendment and restatement agreement dated on or about the date of the Fourth Senior Amendment Agreement and made between MOP LAF as original borrower and original guarantor, Saberasu Japan Investments II B V as the Arranger and the Agent (each as defined therein), The Royal Bank of Scotland plc as security trustee and the persons named in the Mezzanine Facilities Agreement as Lenders (as defined therein)</p> <p>Fourth Senior Amendment Agreement means the amendment and restatement agreement dated on or about the date of the Deed made between the parties to the Senior Facilities Agreement</p> <p>Group means MOP LAF and its Subsidiaries from time to time and Group Company means any of them</p> <p>Guarantor means the Chargor and each Group Company which becomes a guarantor under any Finance Document</p> <p>Hedging Counterparty means any person which becomes a party to the Intercreditor Agreement as a Hedging Counterparty in accordance with Clause 5.9 (<i>Hedging Liabilities</i>) of the Intercreditor Agreement in each case in its capacity as provider of hedging facilities to any Obligor</p> <p>Intercreditor Agreement means the intercreditor agreement dated 6 May 2005 made between, among others, MOP LAF and the Security Trustee</p> <p>LA Fitness means LA Fitness Limited, a company incorporated in England and Wales with company number 03224406</p> <p>LA Leisure means LA Leisure Limited, a company incorporated in England and Wales with company number 01728962</p> <p>Mezzanine Agent has the meaning given to the term Agent in the Mezzanine Facility Agreement</p> <p>Mezzanine Facility A has the meaning given to "Facility A" in the Mezzanine Facility Agreement</p>	

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Short particulars	<p>Mezzanine Facility Agreement means the loan agreement dated 6 May 2005 made between MOP LAF, the Mezzanine Lenders and the Mezzanine Agent as amended and restated from time to time, including pursuant to the Fourth Mezzanine Amendment Agreement</p> <p>Mezzanine Finance Documents has the meaning given to the term Finance Documents in the Mezzanine Facility Agreement</p> <p>Mezzanine Finance Parties has the meaning given to the term Finance Parties in the Mezzanine Facility Agreement (amended to exclude each Hedging Counterparty)</p> <p>Mezzanine Lenders has the meaning given to the term Lenders in the Mezzanine Facility Agreement</p> <p>MOP CS means MOP Acquisitions (CS) Limited, a company incorporated in the Cayman Islands and with a UK establishment registered at Companies House with company number FC026580</p> <p>MOP CS Debenture means the debenture dated 17 February 2006 between MOP CS and the Security Trustee</p> <p>MOP LAF means MOP Acquisitions (LAF) Limited, a company registered in England and Wales with company number 05384582</p> <p>Obligors means the Chargor, each Borrower and each Guarantor</p> <p>Receiver means a receiver or debt-collection officer or liquidator or administrator or receiver and manager or administrative receiver of the whole or any part of the Secured Property</p> <p>Second Security Accession Deed means the Security Accession Deed dated 14 July 2005 between LA Leisure, MOP LAF and the Security Trustee</p> <p>Second Supplemental Deed means the supplemental deed to the 2005 Debenture dated 17 February 2006 between LA Leisure, LA Fitness, MOP LAF and the Security Trustee</p> <p>Secured Parties means the Finance Parties and any Receiver</p> <p>Secured Property means all the assets which from time to time are expressed to be the subject of the Security Documents</p> <p>Security Documents means any and all of the documents listed in Schedule 1 of this Form MG01</p> <p>Senior Facilities Agreement means the term and revolving facilities agreement dated 6 May 2005 made between, among others, MOP LAF, certain other companies as</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

guarantors and borrowers, The Royal Bank of Scotland plc as agent, security trustee, ancillary lender and issuing bank as amended from time to time

Senior Finance Documents has the meaning given to the term **Finance Documents** in the Senior Facilities Agreement

Senior Finance Parties has the meaning given to the term **Finance Parties** in the Senior Facilities Agreement

Supplemental Legal Mortgages means the supplemental legal mortgages granted by LA Fitness and LA Leisure in favour of the Security Trustee as set out in Schedule 1 to this Form MG01

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 1 – The Security Documents and the Charging Clauses

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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars	Date	Security Document	Chargors	Charging clause(s)
			Crown Sports	
12	21 June 2006	Dragons HCL Supplemental Debenture (to Debenture at 11 above) over leasehold interest in land (after sale and leaseback was completed)	Dragons HCL	2
13	21 June 2006	Boomsign Supplemental Debenture (to Debenture at 11 above) over leasehold interest in land (after sale and leaseback was completed)	Boomsign	2
14	28 April 2009	Supplemental Legal Mortgage (Little Britain)	LA Leisure	2
15	28 April 2009	Supplemental Legal Mortgage (Brooklands Tennis Club, West Cheshire Squash Club)	LA Leisure	2
16	21 May 2009	Supplemental Legal Mortgage (Royal Oak Shopping Centre, Purley)	LA Leisure	2
17	21 July 2009	Amendment Deed relating to the deed of release dated 7 May 2009	LA Fitness Axis HFL Axis Rugby Axis Maidstone the Chargor Boomsign Dragons HCL	6
18	7 December 2009	Supplemental Legal Mortgage leasehold of Gravelly Lane, Erdington, Sutton Coldfield (Headlease)	LA Fitness	2
19	7 December 2009	Supplemental Legal Mortgage leasehold of Gravelly Lane, Erdington, Sutton Coldfield (Sublease)	LA Leisure	2

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3381595
CHARGE NO. 21**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY AND
CONFIRMATION DEED DATED 30 AUGUST 2011 AND CREATED
BY TRAINSTATION LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE OBLIGORS TO THE FINANCE
PARTIES AND ALL MONIES DUE OR TO BECOME DUE FROM
THE CHARGORS TO ALL OR ANY OF THE FINANCE PARTIES
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 13 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 SEPTEMBER
2011

W/c



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES