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*insert full name
of Company

COMPANIES FORM No. 395

128733

481

Particulars of a mortgage or charge

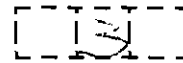
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04374665

Name of company

* HEALTH AND FITNESS HOLDINGS LIMITED (the "Company")

Date of creation of the charge

8 February 2006

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

GROUP DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any present or future member of the Group to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations").

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (as security trustee for the Secured Parties) (in such capacity, the "Security Agent") of 7th Floor, Bishopsgate Exchange, 155 Bishopsgate, London.

Postcode EC2M 3YB

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

DLA Piper Rudnick Gray Cary
3 Noble Street
London EC2V 7EE

Contact: Denise Phillips

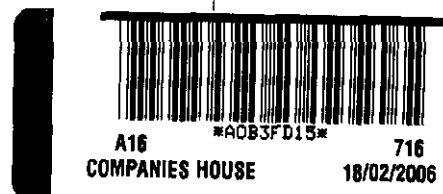
69508.120081.8807462

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. GRANT OF SECURITY

1.1 Nature of security

All Security and dispositions created or made by or pursuant to the Deed are created or made:

- (a) in favour of the Security Agent;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

continued on continuation sheet 1, page 4

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Particulars as to commission allowance or discount (note 3)

N/A

Signed DLA Piper Rudman Gray Cary LLP Date 18/02/06

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

Notes

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

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appropriate

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
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bold block lettering*

Company Number

04374665

Name of Company

HEALTH AND FITNESS HOLDINGS LIMITED (the "Company")

~~XXXXXX~~

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Agent" means The Governor and Company of the Bank of Scotland;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (Security assignments) of the Deed;

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"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"Borrower" means an Original Borrower or an Additional Borrower (each as defined in the Facilities Agreement) unless it has ceased to be a Borrower in accordance with clause 30 (Changes to the Obligors) of the Facilities Agreement;

"Cash Collateral Accounts" means each:

(a) Mandatory Prepayment Account (as defined in the Facilities Agreement); and

(b) each Holding Account (as defined in the Facilities Agreement),

and including but not limited to the accounts (if any) specified as such in part 3 of the schedule hereto (Details of Security Assets);

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

(a) the securities specified in part 2 of the schedule hereto (Details of Security Assets); and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 8 February 2006) as at 8 February 2006 or in future owned (legally or beneficially) by a Charging Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Charging Company has an interest at any time;

"Charging Companies" means:

(a) the Initial Charging Companies; and

(b) any other company which accedes to the Deed pursuant to an Accession Deed (as defined in the Deed);

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

2. FIXED SECURITY

2.1 Fixed charges

The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

(a) by way of first legal mortgage:

(i) the Real Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets); and

(ii) all other Real Property (if any) at 8 February 2006 vested in, or charged to, the Company (not charged by clause 4.1(a)(i) of the Deed);

(b) by way of first fixed charge:

(i) all other Real Property and all interests in Real Property (not charged by clause 4.1(a) of the Deed); and

(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land;

(c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same;

(d) by way of first fixed charge:

(i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) of the Deed); and

(ii) the benefit of all contracts, licences and warranties relating to the same;

(e) by way of first fixed charge:

(i) the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets); and

(ii) all other Charged Securities (not charged by clause 4.1(e)(i) of the Deed) including all of its membership interests in any limited liability partnership of which it is a member,

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

continued on continuation sheet 2, page 4

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

04374665

Name of Company

HEALTH AND FITNESS HOLDINGS LIMITED (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Collection Account" has the meaning given to that term in clause 11.8(a)(iii) of the Deed;

"Debenture Security" means the Security created or evidenced by or pursuant to the Deed or any Accession Deed (as defined in the Deed);

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;

"Event of Default" means any event or circumstance specified as such in clause 28 (Events of Default) of the Deed;

"Facilities Agreement" means the senior sterling term and multicurrency revolving facilities agreement dated 8 February 2006 entered into between (1) Esporta Group Limited (as the Holdco), (2) New Esporta Holding Limited (as Midco), (3) Health and Fitness Holdings Limited (as the Company), (4) the companies listed in part 1 of schedule 1 to that agreement as Original Borrowers, (5) the companies listed in part 1 of schedule 1 to that agreement as Original Guarantors, (6) The Governor and Company of the Bank of Scotland (as Arranger), (7) the financial institutions listed in part 2 of schedule 1 to that agreement as Original Lenders, (8) The Governor and Company of the Bank of Scotland (as Agent), (9) The Governor and Company of the Bank of Scotland (as Security Agent), (10) The Governor and Company of the Bank of Scotland (as Original Issuing Bank) and (11) The Governor and Company of the Bank of Scotland (as LNG Bank) pursuant to which the Original Lenders (as defined in the Facilities Agreement) agreed to make certain facilities available to the Borrowers;

"Finance Document" means the Facilities Agreement, the Mandate Letter, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, the Propco Intercreditor Agreements, any Resignation Letter, any Selection Notice, any Transaction Security Document, the Holdco Share Charge, any Utilisation Request (each as defined in the Facilities Agreement) and any other document designated as a "Finance Document" by the Agent and the Parent;

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, the LNG Bank, a Hedge Counterparty or any Ancillary Lender (each as defined in the Facility Agreement);

"Group" means the Parent and each of its respective Subsidiaries (as defined in the Facilities Agreement) for the time being (excluding the Propco Group);

continued on continuation sheet 3, page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(f) by way of first fixed charge:

(i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;

(ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and

(iii) all accounts of the Company with any bank, financial institution or other person at any time (not charged by clauses 4.1(f)(i) or 4.1(f)(ii)) of the Deed and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

(g) by way of first fixed charge:

(i) the Intellectual Property (if any) specified in part 4 of the schedule hereto (Details of Security Assets); and

(ii) all other Intellectual Property (if any) (not charged by clause 4.1(g)(i) of the Deed);

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (Security assignments) of the Deed, by way of first fixed charge such Assigned Asset;

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):

(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets; and

(ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Company.

2.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;

(b) each of the following:

(i) each present and future Key-man Policy (other than the Key-man Policy in respect of Neil Gillis);

(ii) all Insurances specified in part 6 of the schedule hereto (Details of Security Assets); and

(iii) all other Insurances (not assigned by clause 4.2(b)(i) or 4.2(b)(ii) of the Deed),

and all claims under the Insurances and all proceeds of the Insurances; and

continued on continuation sheet 3, page 4

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 3
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

04374665

Name of Company

HEALTH AND FITNESS HOLDINGS LIMITED (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Holdco" means Esporta Group Limited with CRN: 4374988;

"Initial Charging Companies" means the Companies listed in schedule 1 of the Deed;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest (including, without limitation):

(a) all present and future Key-man Policies (other than the Key-man Policy in respect of Neil Gillis); and

(b) the policies of insurance (if any) specified in part 6 of the schedule hereto (Details of Security Assets));

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to:

(a) any patents, registered and unregistered trade marks and service marks, registered designs, utility models, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names; and

(b) the benefit of all applications for, all rights to use, and any other rights of every kind deriving from or through the exploitation of, any of assets mentioned in paragraph (a) of this definition,

(including, without limitation, the intellectual property rights (if any) specified in part 4 of the schedule hereto (Details of Security Assets));

"Intercreditor Agreement" means the intercreditor agreement dated 8 February and made between the Parent, the other Obligors, The Governor and Company of the Bank of Scotland as Security Agent, as Agent and as Arranger, the Lenders, the Ancillary Lenders, the Hedge Counterparties and the Investor Loan Note Holders (each as defined in the Facilities Agreement);

"Key-man Policy" means each key-man life assurance policy (in form and substance satisfactory to the Agent (acting reasonably) and with such insurer as the Agent may approve (acting reasonably)) taken out and maintained by the Parent in respect of the death and disability and/or critical illness of the following individuals and in not less than the following respective amounts and terms:

Name of Individual	Amount (£)	Term
Neil Gillis	1,000,000	3 Years

and any substitute or replacement policy entered into relating to the same;

continued on continuation sheet 4, page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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(c) all other Receivables (not assigned under clauses 4.2(a) or 4.2(b) of the Deed).

To the extent that any Assigned Asset described in clause 4.2(b) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of such Insurances.

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2.3 Assigned Assets

The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed.

3. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future:

(a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges) of the Deed, clause 4.2 (Security assignments) of the Deed or any other provision of the Deed; and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Security Agent may, by written notice to the Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Company specified in the notice if:

(a) an Event of Default has occurred and is continuing; or

(b) the Security Agent acting reasonably considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

4.2 Small companies

The floating charge created under the Deed by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company.

4.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

(a) in relation to any Security Asset which is subject to the floating charge created by clause 5 (Floating charge) of the Deed if:

(i) the Company creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent;

continued on continuation sheet 4, page 4

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 4
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

04374665

Name of Company

HEALTH AND FITNESS HOLDINGS LIMITED (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Midco" means New Esporta Holding Limited with CRN: 5663645;

"Parent" means:

(a) for such time as the entire issued share capital of Health and Fitness Holdings Limited (CRN: 04374665) is owned by Holdco, Health and Fitness Holdings Limited (CRN: 04374665); and

(b) for such time as the entire issued share capital of Health and Fitness Holdings Limited (CRN: 04374665) is owned by Midco, Midco;

"Permitted Disposal" has the meaning ascribed to it in the Facilities Agreement;

"Permitted Sale and Leaseback" has the meaning ascribed to it in the Facilities Agreement;

"Permitted Security" has the meaning ascribed to it in the Facilities Agreement;

"Permitted Transaction" has the meaning ascribed to it in the Facilities Agreement;

"Propco" means Esporta PH LLP;

"Propco Group" means Propco, Propco Newcos and Propco LLPs;

"Propco LLPs" means Esporta PH No 1 LLP, Esporta PH No 2 LLP and Esporta PH No 3 LLP;

"Propco Newcos" means EPH No. 1 Limited and EPH No. 2 Limited;

"Quasi-Security" has the meaning given to that term in clause 27.12 (Negative pledge) of the Facilities Agreement;

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 8 February 2006 or in future belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (Details of Security Assets)), together with:

(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;

(b) all easements, rights and agreements in respect thereof;

(c) all proceeds of sale of that property; and

(d) the benefit of all covenants given in respect thereof;

continued on continuation sheet 5, page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and

(b) over all Security Assets of the Company which are subject to the floating charge if an administrator is appointed in respect of the Company or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

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4.4 Scottish property

Clause 6.3 (Automatic conversion) of the Deed will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

4.5 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 6.1 (Conversion by notice) of the Deed in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties.

5. CONTINUING SECURITY

5.1 Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

5.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.

5.3 Right to enforce

The Deed may be enforced against the Company without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

6. LIABILITY OF CHARGING COMPANIES RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Deed or implied to the contrary, the Company remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

continued on continuation sheet 5, page 4

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 5
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Company Number

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Name of Company

HEALTH AND FITNESS HOLDINGS LIMITED (the "Company")

~~XXXXXX~~

* delete if
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

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(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and

(b) all proceeds of any of the foregoing;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Agent under the Deed;

"Related Rights" means, in relation to any Charged Security:

(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and

(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means:

(a) each Hedging Agreement (as defined in the Facilities Agreement); and

(b) each agreement specified in part 5 of the schedule hereto (Details of Security Assets) or specified in any Accession Deed (as defined in the Deed) as a **"Material Contract"**,

together with each other agreement supplementing or amending or novating or replacing the same;

"Secured Parties" has the meaning given to that term in the Intercreditor Agreement;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed; and

continued on continuation sheet 6, page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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7. UNDERTAKINGS BY THE CHARGING COMPANIES

7.1 Negative pledge and Disposals

The Company shall not do or agree to do any of the following without the prior written consent of the Security Agent:

(a) create or permit to subsist any Security or Quasi-Security on any Security Asset except a Permitted Security; or

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal, a Permitted Transaction or a Permitted Sale and Leaseback).

7.2 Security Assets generally

The Company shall:

(a) not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Facilities Agreement);

(b) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

7.3 Dealings with and realisation of Receivables and Collection Accounts

The Company shall without prejudice to clause 11.1 of the Deed (Negative pledge and Disposals) (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable;

8. FURTHER ASSURANCES

8.1 Further action

The Company shall (and the Parent shall procure that the Company shall) at its own expense, promptly do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for:

continued on continuation sheet 6, page 4

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Particulars of a mortgage or charge (continued)

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Company Number

04374665

Name of Company

HEALTH AND FITNESS HOLDINGS LIMITED (the "Company")

Limited*

* delete if
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Security Period" means the period beginning on 8 February 2006 and ending on the date on which:

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents.

"Transaction Security Documents" means each of the documents specified in:

(a) paragraph 3(f) of part 1 of schedule 2 (Conditions precedent) of the Facilities Agreement;

(b) paragraph 13 of part 2 of schedule 2 (Conditions precedent) of the Facilities Agreement;

(c) clause 27.43(b) of the Facilities Agreement; and

(d) clause 27.43(e) of the Facilities Agreement,

together with any other document entered into by any Obligor (as defined in the Facilities Agreement) creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document;

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

SEE ATTACHED SCHEDULE

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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

(a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document;

(b) after the occurrence of an Event of Default which is continuing facilitating the realisation of any Security Asset;

(c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset after the occurrence of an Event of Default which is continuing or provided by or pursuant to the Finance Documents or by law; or

(d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document.

This includes:

(i) the re-execution of the Deed or such Transaction Security Document;

(ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and

(iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient.

8.2 Finance Documents

The Company shall (and the Parent shall procure that each member of the Group 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 Agent or the Finance Parties by or pursuant to the Finance Documents.

8.3 Specific security

Without prejudice to the generality of clause 20.1 (Further action) of the Deed, the Company will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 6 (Conversion of floating charge) of the Deed).

SCHEDULE

Details of Security Assets

Part 1 - Real Property

None

Part 2 - Charged Securities

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Total Shares
Health and Fitness Holdings Limited	DSCLI Holdings Limited	Ordinary shares of £1 each	200,101	200,101
		Redeemable preference shares of £0.01 each	0	287,500
Health and Fitness Holdings Limited	Vitalblade Limited	Ordinary shares of £0.0001 each	20,010	20,010
Health and Fitness Holdings Limited	Invicta Leisure Limited	A Ordinary shares of £0.10 each	299,344	299,344
		Convertible redeemable preference shares of £1 each	11,538,810	11,538,810
		Ordinary shares of £1 each	29,502,617	29,502,617
Health and Fitness Holdings Limited	Esporta Financial Services Limited	Ordinary shares of £1 each	1	1

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Total Shares
Health and Fitness Holdings Limited	Cookridge Hall Country Club Limited	Ordinary shares of £1 each	1	1
Health and Fitness Holdings Limited	Esporta Health & Racquets Club Hamilton Limited	Ordinary shares of £1 each	1	1
Health and Fitness Holdings Limited	Esporta Health & Racquets Club Lichfield Limited	Ordinary shares of £1 each	1	1
Health and Fitness Holdings Limited	Esporta Health Club Northampton Limited	Ordinary shares of £1 each	2	2
Health and Fitness Holdings Limited	The Riverside Health & Racquets Club Northwood Limited	Ordinary shares of £1 each	2	2
Health and Fitness Holdings Limited	The Oxford Health & Racquets Club Limited	Ordinary shares of £1 each	2	2
Health and Fitness Holdings Limited	Esporta Health Club Repton Park Limited	Ordinary shares of £1 each	2	2
Health and Fitness Holdings Limited	Esporta Health Club Rustington Limited	Ordinary shares of £1 each	2	2
Health and Fitness Holdings Limited	Esporta Health Club Wolverhampton Limited	Ordinary shares of £1 each	2	2

The membership interest in Esporta PH LLP held by Health and Fitness Holdings Limited

The membership interest in Esporta PH No 2 LLP held by Health and Fitness Holdings Limited

Part 3 - Charged Accounts

Cash Collateral Accounts				
Account Holder	Account Number	Type - Holding or Mandatory Prepayment	Account Bank	Account bank branch address and sort code
Health & Fitness Holdings Limited	06064125	Mandatory Prepayment Account	The Governor and Company of the Bank of Scotland	London Chief Office, PO Box No 267, 38 Threadneedle Street, London EC2P 2EH Sort code: 12-01-03
Health & Fitness Holdings Limited	06064117	Holding Account	The Governor and Company of the Bank of Scotland	London Chief Office, PO Box No 267, 38 Threadneedle Street, London EC2P 2EH Sort code: 12-01-03
Health & Fitness Holdings Limited	06064192	Mandatory Prepayment Account (Management Loan Note Cash Collateral Account)	The Governor and Company of the Bank of Scotland	London Chief Office, PO Box No 267, 38 Threadneedle Street, London EC2P 2EH Sort code: 12-01-03
Health & Fitness Holdings Ltd	06064205	Holding Account (DSC Cash Collateral Account)	The Governor and Company of the Bank of Scotland	London Chief Office, PO Box No 267, 38 Threadneedle Street, London EC2P 2EH Sort code: 12-01-03
Health & Fitness Holdings Ltd	06064213	Mandatory Prepayment Account (Propco Tax Cash	The Governor and Company	London Chief Office, PO Box No 267, 38 Threadneedle Street, London EC2P 2EH

Cash Collateral Accounts				
Account Holder	Account Number	Type - Holding or Mandatory Prepayment	Account Bank	Account bank branch address and sort code
		Collateral Account)	of the Bank of Scotland	Sort code: 12-01-03
Collection Accounts				
Account Holder	Account Number	Account Bank	Account bank branch address and sort code	
Health and Fitness Holdings Limited	729953	Bank of Scotland	38 Threadneedle Street, London EC2P 2EH Sort code: 12-01-03	

Part 4 - Intellectual Property

None

Part 5 - Material Contracts

None

Part 6 - Insurances

Charging Company	Insurer	Policy number
Health and Fitness Holdings Limited	Norwich Union	23736373CC1 Material Damage and Business Interruption
Health and Fitness Holdings Limited	Norwich Union	24143019CGF Fidelity guarantee
Health and Fitness Holdings Limited	Lloyd's	774SBS23736A04 Business Travel
Health and Fitness Holdings Limited	Lloyd's	P3G1953A05 Combined liability

Charging Company	Insurer	Policy number
Health and Fitness Holdings Limited	ACE and others	P319534A03 Excess Public/Products liabilities
Health and Fitness Holdings Limited	Groupama	09FLW1693473 Motor fleet
Health and Fitness Holdings Limited	Allianz Cornhill	NV/11941328 Engineering inspection

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04374665

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED THE 8th FEBRUARY 2006 AND CREATED BY HEALTH AND FITNESS HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY PRESENT OR FUTURE MEMBER OF THE GROUP TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (AS SECURITY TRUSTEE FOR THE SECURED PARTIES) (IN SUCH CAPACITY THE "SECURITY AGENT") AND/OR THE OTHER SECURED PARTIES (OR ANY OF THEM) 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 18th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st FEBRUARY 2006.

PDm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES