

MR01

Particulars of a charge

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

You can use the WebFiling
Please go to www.companieshouse.gov.uk

or use the form online

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

☐ **What this form is NOT for**
You may not use this form to
register a charge where the charge is
instrument Use form MR02

TUESDAY



A04 06/05/2014 #88
COMPANIES HOUSE

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

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

1 Company details

Company number 04699401
Company name in full FITNESS FIRST HOLDINGS LIMITED

3 For official use
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d2 d5 m0 m4 y2 y0 y1 y4

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

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

Name HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS
SECURITY TRUSTEE FOR THE SECURED PARTIES

Name

Name

Name

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

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

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Description

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

Continuation page

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

Description

5

Fixed charge or fixed security

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

☒ **Yes**☐ **No****6**

Floating charge

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

☒ **Yes** Continue☐ **No** Go to **Section 7**

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

☒ **Yes****7**

Negative Pledge

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

☒ **Yes**☐ **No**

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Particulars of a charge

8

Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X Weil Gotschal & Manges X

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

MR01

Particulars of a charge



Presenter information

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

Contact name JESSICA KAM

Company name WEIL, GOTSHAL AND MANGES

Address 110 FETTER LANE

Post town LONDON

County/Region

Postcode E C 4 A 1 A Y

Country UK

DX

Telephone +44 (0)20 7903 1120



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4699401

Charge code: 0469 9401 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th April 2014 and created by FITNESS FIRST HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th May 2014.

pat

Given at Companies House, Cardiff on 9th May 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Weil, Gotshal & Manges
110 Fetter Lane
London EC4A 1AY
+44 20 7903 1000 main tel
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weil.com

Weil

EXECUTION VERSION

FIXED AND FLOATING SECURITY DOCUMENT

dated 25 April 2014

created by

FITNESS FIRST FINANCE LIMITED

(Registered No 05452198)

and the companies listed in Schedule 1 as the Initial Charging Companies

in favour of

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

acting as Security Agent

I certify that, except for material redacted
pursuant to s859G, Companies Act 2006,
this copy instrument is a correct copy
of the original instrument.

Coral Vhoron
Hickland & Ellis

2 May 2014

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THIS DEED is dated 25 April 2014 and made between

- (1) THE COMPANIES LISTED IN SCHEDULE 1 (*Initial Charging Companies*) (the "Initial Charging Companies" and each an "Initial Charging Company"), and
- (2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (the "Security Agent", as security agent for the Secured Parties)

BACKGROUND

- (A) The Initial Charging Companies are entering into this Deed in connection with the Finance Documents
- (B) The Board of Directors of each Initial Charging Company is satisfied that entering into this Deed is for the purposes and to the benefit of such Initial Charging Company and its business
- (C) The Security Agent and the Initial Charging Companies intend this document to take effect as a deed (even though the Security Agent only executes it under hand)
- (D) The Security Agent holds the benefit of this Deed on trust for the Secured Parties on the terms of the Finance Documents

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless a contrary indication appears, terms used in the Senior Facilities Agreement have the same meaning and construction and

"Accession Deed" means an accession deed substantially in the form set out in Schedule 10 (*Form of Accession Deed*)

"Account Bank" means a bank with which any Bank Account is maintained from time to time

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act

"Agent's Spot Rate of Exchange" shall have the meaning given to that term in the Senior Facilities Agreement

"Assigned Assets" means the Charged Assets expressed to be assigned pursuant to Clause 4.1 (*Security assignments*)

"Bank Accounts" of a Charging Company means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts, including those listed in Schedule 9 (*Bank Accounts*)

"Book Debts" of a Charging Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London

“Charged Assets” means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

“Charges” means all or any of the Security created or expressed to be created by or pursuant to this Deed

“Charging Companies” means

- (a) the Initial Charging Companies, and
- (b) any other company which accedes to this Deed pursuant to an Accession Deed

“Currency of Account” means the currency in which the relevant indebtedness is denominated or, if different, is payable

“Delegate” means a delegate or sub-delegate appointed under Clause 17.2 (*Delegation*)

“Enforcement Event” means an Event of Default in respect of which the Agent has given notice in accordance with clause 28.17 (*Acceleration*) of the Senior Facilities Agreement

“Finance Documents” means the Finance Documents (as defined in the Senior Facilities Agreement)

“Fixtures” means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus belonging to the Charging Company

“Insolvency Act” means the Insolvency Act 1986

“Insurances” of a Charging Company means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest

“Intellectual Property” of a Charging Company means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

“Intercreditor Agreement” means the intercreditor agreement dated on or about the date of this Deed and made between, among others, Fitness First Luxembourg S C A as the Investor, the companies named therein as Debtors and HSBC Corporate Trustee Company (UK) Limited as Security Agent

“Investments” of a Charging Company means

- (a) securities and investments of any kind (including, for the avoidance of doubt, the Shares) (and including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and

- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

“LPA” means the Law of Property Act 1925

“Obligor” means any Borrower or Guarantor (each as defined in the Finance Documents)

“Party” means a party to this Deed

“Real Property” means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon) but excluding any leasehold property that contains an absolute prohibition on charging (including that set out in Schedule 3 (*Real Property*) Part 3)

“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

- (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 a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

“Relevant Contracts” means

- (a) each contract specified in Schedule 8 (*Relevant Contracts*),
- (b) each contract with a value of or exceeding £500,000 for the purchase or sale of any assets, equipment, raw materials, products or by-products, entered into by any Charging Company, and
- (c) any other contract which is designated as such by the Security Agent and any Charging Company

“Rights” means rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements, and appurtenances, in each case, of any nature whatsoever

“Secured Obligations” means all money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document (including to the Security Agent under any Parallel Debt under clause 18.12 of the Intercreditor Agreement) at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006

“Secured Parties” means the Finance Parties, any Receiver and any Delegate

"Senior Facilities Agreement" means the £115,000,000 senior facilities agreement dated on or about the date of this Deed (as amended and/or restated from time to time), between, among others, the Obligor (as defined therein), Fitness First Finance Limited as the Parent, the Original Lenders (as defined therein), HSBC Bank plc as Agent and HSBC Corporate Trustee Company (UK) Limited as Security Agent (each as defined therein)

"Shares" means all shares owned by a Charging Company in its Subsidiaries including but not limited to the shares specified in Part 1 of Schedule 4 (*Investments*) and as specified in Schedule 2 or any relevant Accession Deed

1.2 Construction

- (a) Any references in this Deed to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument
- (b) Unless a contrary intention appears, a reference in this Deed to
 - (i) any "Charging Company", any "Lender", any "Obligor", any "Party", any "Secured Party", the "Security Agent" or any other person shall be construed so as to include its successors in title permitted assigns and permitted transferees (including the surviving entity of any merger involving that person) and, in the case of the Security Agent, any person for the time being appointed as security agent or security agents in accordance with the Finance Documents,
 - (ii) an **"agreement"** includes any legally binding arrangement, contract, deed or instrument (in each case whether oral, written or entered into by way of a written offer and implicit acceptance),
 - (iii) an **"amendment"** includes any amendment, supplement, variation, novation, modification, replacement, restatement or amendment and restatement (however fundamental) and **"amend"** and **"amended"** shall be construed accordingly,
 - (iv) **"assets"** includes present and future properties, revenues and rights of every description including without limitation, shares,
 - (v) a **"consent"** includes an authorisation, permit, approval, consent, exemption, licence, order, filing, registration, recording, notarisation, permission or waiver,
 - (vi) the **"equivalent"** in any currency (the **"first currency"**) of any amount in another currency (the **"second currency"**) shall be construed as a reference to the amount in the first currency which could be purchased with that amount in the second currency at the Agent's Spot Rate of Exchange for the purchase of the first currency with the second currency in the London foreign exchange market at or about 11 00 a.m. on a particular day (or at or about such time and on such date as the Agent may from time to time reasonably determine to be appropriate in the circumstances),
 - (vii) a **"guarantee"** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness,

- (viii) “**indebtedness**” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent,
- (ix) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality),
- (x) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law being one with which it is the practice of the relevant person to comply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
- (xi) a provision of law is a reference to that provision as amended or re-enacted,
- (xii) a time of day is a reference to local time in London, and
- (xiii) the singular includes the plural (and vice versa)
- (c) Section, Clause and Schedule headings are for ease of reference only
- (d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Deed
- (e) An Enforcement Event is “**continuing**” if it has not been waived or remedied

1 3 Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed

1 4 Conflict with Senior Facilities Agreement

This Deed and any Accession Deed hereunder is subject to the Senior Facilities Agreement and in the event of a conflict between the provisions of this Deed or any Accession Deed and the Senior Facilities Agreement, the provisions of the Senior Facilities Agreement shall prevail

2 UNDERTAKING TO PAY

2.1 Payment of Secured Obligations

Each Charging Company shall pay each of its Secured Obligations when due in accordance with its terms or, if they do not specify a time for payment, immediately on demand by the Security Agent

2 2 Proportionate payment

Each sum appropriated by the Security Agent in accordance with the Finance Documents in or towards payment of a particular part of the Secured Obligations shall to the extent of that appropriation discharge the relevant Charging Company’s obligations in respect of that part of the Secured Obligations both to any Secured Party to which the same is owed, and to the Security Agent

3 FIXED CHARGES

Each Charging Company, with full title guarantee and as security for the payment of all Secured Obligations, charges in favour of the Security Agent (as trustee for the Secured Parties)

- (a) by way of first legal mortgage, all Real Property in England and Wales described in Schedule 3 (*Real Property*) Part 1 now belonging to it,
- (b) by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future except the properties described in Schedule 3 (*Real Property*) Part 2 and Schedule 3 (*Real Property*) Part 3,
- (c) by way of first legal mortgage, each Real Property described in Schedule 3 (*Real Property*) Part 2 (but only with effect from the date that the relevant landlord's consent has been obtained for charging of that Real Property in accordance with Clause 7 3(a) (*Existing Real Property*)), and
- (d) by way of first fixed charge, all its present and future
 - (i) Book Debts,
 - (ii) Bank Accounts,
 - (iii) Investments (including the shares described in Schedule 4 (*Investments*)),
 - (iv) uncalled capital and goodwill,
 - (v) Intellectual Property (including that described in Schedule 5 (*Intellectual Property*)),
 - (vi) beneficial interest in any pension fund,
 - (vii) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of this Clause 3 but including that described in Schedule 6 (*Plant and machinery*)), and
 - (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits (including the Insurances described in Schedule 7 (*Insurances*))

4 ASSIGNMENT

4.1 Security assignments

Each Charging Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of 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, awards and claims arising therefrom,
- (b) each of the following
 - (i) all Insurances specified in Schedule 7 (*Insurances*), and
 - (ii) all other Insurances (not assigned by Clause 4.1(b)(i)),

and all claims under the Insurances, all proceeds of the Insurances and all benefits of the Insurances (including all claims relating to, and all returns of premium in respect of, Insurances),

- (c) Rights to which each Charging Company is now or may hereafter become entitled to in relation to its Real Property (except those charged by Clauses 3(a) to 3(c) (*Fixed Charges*)) and/or any buildings now or hereafter standing thereon,
- (d) all building contracts, appointments of professionals, collateral warranties and any Rights in respect of any of them, and
- (e) all other Receivables (not assigned under any of Clauses 4 1(a) to 4 1(d))

To the extent that any Assigned Asset described in this Clause 4 1 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 such Charging Company to any proceeds of such Assigned Asset

4 2 Notice of assignment and/or charge – immediate notice

- (a) Within five Business Days of execution of this Deed each Charging Company shall
 - (i) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in Schedule 11 (*Form of notice to and acknowledgement by Insurers*),
 - (ii) in respect of each Relevant Contact, deliver a duly completed notice of assignment to each other party to that document, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in Schedule 12 (*Form of notice to and acknowledgement by party to Relevant Contracts*),
 - (iii) in respect of the Bank Accounts deliver a duly completed notice to the Account Bank with which such Bank Account is held and shall use its reasonable endeavours to procure that that Account Bank executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in Schedule 13 (*Form of notice to and acknowledgement from Account Bank*), and
 - (iv) in respect of each Real Property over which a charge has been created pursuant to Clause 3(a) deliver a duly completed notice to the respective landlord and shall use its reasonable endeavours to procure that each landlord executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in Schedule 14 (*Form of Notice and acknowledgement from landlord*),

or, in each case, in such other form as the Security Agent shall agree
- (b) Within five Business Days of the creation of any charge created over Real Property pursuant to Clauses 3(b) (if any) and 3(c) (*Fixed Charges*) (but only with effect from the date that the relevant Landlord's consent (if required in the case of the Real Property in question) has been obtained for the charging of that Real Property in accordance with Clause 7 3(a)) each Charging Company shall in respect of each such Real Property deliver a duly completed notice to the respective landlord and shall use its reasonable endeavours to procure that each landlord executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in Schedule 14 (*Form of Notice and acknowledgement from landlord*), or in such other form as the Security Agent shall agree

5 FLOATING CHARGE

5.1 Creation

Each Charging Company, with full title guarantee and as security for the payment of all Secured Obligations, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed Charges*))

5.2 Qualifying Floating Charge

- (a) The floating Charge created by each Charging Company pursuant to Clause 5.1 (*Creation*) above is a “**qualifying floating charge**” for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed and the Security Agent may appoint an Administrator of any Charging Company pursuant to that paragraph

5.3 Ranking

The floating Charge created by each Charging Company ranks

- (a) behind all the fixed Charges created by that Charging Company, but
- (b) in priority to any other Security over the Charged Assets of that Charging Company except for Security ranking in priority in accordance with paragraph (f) of Schedule 2 (*Rights of Receivers*)

5.4 Conversion by notice

The Security Agent may convert the floating Charge over all or any of the Charged Assets of a Charging Company into a fixed Charge by notice to that Charging Company specifying the relevant Charged Assets (either generally or specifically)

- (a) if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) while an Enforcement Event is continuing

5.5 Automatic conversion

If

- (a) a Charging Company takes any step to create any Security in breach of Clause 6.1 (*Security*) over any of the Charged Assets not subject to a fixed Charge, or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

6 RESTRICTIONS AND FURTHER ASSURANCE

6.1 Security

No Charging Company shall create or permit to subsist any Security over any Charged Asset, nor do anything else relating to the granting or subsistence of Security, other than as permitted by the Finance Documents

6.2 Disposal

No Charging Company shall (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset other than as permitted by the Finance Documents

6.3 Further assurance

Each Charging Company shall promptly do whatever the Security Agent requires

- (a) to perfect or protect the Charges or the priority of the Charges, or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction

7 REAL PROPERTY

7.1 Acquisition

Each Charging Company shall promptly notify the Security Agent of its acquisition of, or entry into a contractually binding agreement to acquire, any Real Property

7.2 Documents

Each Charging Company shall deposit with the Security Agent, and the Security Agent shall be entitled to hold, all title deeds and documents relating to that Charging Company's present and future Real Property

7.3 Existing Real Property

In the case of a Charging Company's existing Real Property in England and Wales, such Charging Company shall

- (a) promptly apply to the relevant landlords for consent to charge those properties set out in Schedule 3 (*Real Property*) Part 2
- (b) where a Real Property is not already registered at the Land Registry promptly apply to the Land Registry for
 - (i) first registration of that Real Property following the date upon which the same becomes registerable pursuant to the Land Registration Act 2002, and
 - (ii) registration of that Charging Company as proprietor of that Real Property,

- (c) promptly apply to the Land Registry to register the first legal mortgage created by Clauses 3(a) and 3(c) (*Fixed Charges*) (but (in the case of Clause 3(c)) only with effect from the later of (i) the date that the Security Agent shall by notice in writing to the relevant Initial Charging Company state that it requires the Initial Charging Company in question to make application to the Landlord for consent to charge and (ii) the date that the relevant Landlord's consent has been obtained for the charging of the Real Property in question in accordance with Clause 7 3(a) and provided that (i) above will not apply to the properties listed in Schedule 3 Part 2), and
- (d) promptly (following any Charging Company establishing that as at the date of this Debenture it shall have vested in it any Real Property details of which are not set out within Schedule 3 to this Debenture) apply to the Land Registry to register the first fixed equitable charge created by Clause 3(b), and
- (e) promptly submit to the Land Registry the duly completed Form RX1 requesting a restriction in the form specified by the Security Agent to be entered on the register of the title to that Real Property in respect of the Charge created by Clauses 3(a) to 3(c) (*Fixed Charges*) and a form CH2, and
- (f) promptly pay all appropriate registration fees,

or, if the Security Agent gives notice to that Charging Company that the Security Agent will submit the relevant forms to the Land Registry, that Charging Company shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees

7 4 Future Real Property

In the case of a Charging Company's future Real Property in England and Wales, such Charging Company shall

- (a) Where a Real Property is not already registered at the Land Registry promptly apply to the Land Registry for first registration of that Real Property following the date upon which the same becomes registerable pursuant to the Land Registration Act 2002 and registration of that Charging Company as proprietor of that Real Property,
- (b) promptly apply to the Land Registry to register the first fixed equitable charge created by Clause 3(b) (*Fixed Charges*),
- (c) promptly apply to the Land Registry requesting a restriction in the form specified by the Security Agent to be entered on the register of the title to that Real Property in respect of the Charge created by Clause 3(b) (*Fixed Charges*),
- (d) promptly submit to the Land Registry the duly completed form applying for a notice to be entered on to the register of title to that Real Property (including any unregistered properties subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge, and
- (e) promptly pay all appropriate registration fees,

or, if the Security Agent gives notice to that Charging Company that the Security Agent will submit the relevant forms to the Land Registry, that Charging Company shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees

7.5 Unregistered Real Property

In the case of a Charging Company's Real Property in England and Wales, both present and future, which is not registered at the Land Registry and is not required to be so registered, that Charging Company will promptly apply to register this Deed and the Charges at the Land Charges Registry if the title deeds and documents are not deposited with the Security Agent

7.6 Legal charge

- (a) As security for the Secured Obligations, each Charging Company shall promptly execute and deliver to the Security Agent such legal charge of such of its Real Property from time to time in England and/or Wales as the Security Agent requires
- (b) If consent to the creation of the legal charge is required from the landlord then the obligation set out in Clause 7.6(a) to execute and deliver the legal charge shall be conditional upon obtaining the landlord's consent which the Charging Company will promptly apply for and use reasonable endeavours to obtain
- (c) The relevant Charging Company shall promptly apply to the Land Registry for registration of any such legal charge in the same way as set out in Clauses 7.3(b) to 7.3(f) (*Existing Real Property*), unless the Security Agent gives notice to that Charging Company in relation to registration of such legal charge in the same way as set out in Clause 7.3 (*Existing Real Property*)

7.7 Title Information Document

On completion of the registration of any Charge pursuant to this Clause 7, the relevant Charging Company shall promptly supply to the Security Agent a certified copy of the relevant title information document issued by the Land Registry

7.8 Compliance with obligations

Each Charging Company shall comply with any covenants, stipulations, conditions, licences, consents and any other statutory, regulatory or contractual obligations relating to its Real Property or its use for which it is either responsible for (whether directly or indirectly) or is obliged to comply with (including those requiring payment of sums in respect of its Real Property)

7.9 Leases

Each Charging Company shall

- (a) comply with all material obligations imposed on it, and use reasonable endeavours to enforce the due observance and performance of all obligations of all other persons of which it has the benefit, under any lease of Real Property,
- (b) not exercise any power to determine or extend, or accept the surrender of, any lease of Real Property of which it is the lessor without the consent of the Security Agent acting on the instructions of the relevant Lenders (except where it is legally bound to do so), and
- (c) not exercise any of the powers of leasing or agreeing to lease any Real Property vested in or conferred on mortgagors by the general law

8 BOOK DEBTS

8.1 Collection

Each Charging Company shall promptly collect all Book Debts and shall hold the proceeds of collection on trust for the Secured Parties

8.2 Payment into designated Bank Account(s)

Each Charging Company shall immediately pay all moneys received or receivable by it from any source (including all proceeds of collection of Book Debts) into a Bank Account (or, if one or more Bank Accounts have been designated for this purpose by the Security Agent, the relevant Bank Account(s)). The Security Agent may designate different Bank Accounts for different moneys

8.3 Restrictions on dealing with Book Debts

Without prejudice and in addition to Clauses 6.1 (*Security*), 6.2 (*Disposal*) and 6.3 (*Further assurance*)

- (a) except for the Charges, no Charging Company shall create nor permit to subsist any Security over, nor do anything else relating to the granting or subsistence of Security other than as permitted by clause 27.13 (*Negative pledge*) of the Senior Facilities Agreement in respect of, all or any part of any of its Book Debts, and
- (b) except as required by Clause 6.3 (*Further assurance*), no Charging Company shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts

8.4 Documents

Each Charging Company shall promptly execute and/or deliver to the Security Agent such documents relating to such of its Book Debts as the Security Agent requires

9 BANK ACCOUNTS

9.1 Restriction on Bank Accounts

No Charging Company shall have Bank Accounts other than those from time to time designated by the Security Agent

9.2 Withdrawals

No Charging Company shall make any withdrawal from any Bank Account except

- (a) with the prior consent of the Security Agent, or
- (b) in the ordinary course of trade from any operating or current Bank Account unless the Security Agent has specified in writing (in accordance with the Intercreditor Agreement) that such account is not an operating or current Bank Account

If an amount is withdrawn from a Bank Account as permitted by this Clause 9.2, that amount shall be automatically released from the fixed Charge on that Bank Account on that withdrawal being made. However, if all or part of that amount is paid into another Bank Account which is in credit or becomes in credit as a result, it shall automatically become subject to the fixed Charge on that Bank Account

9.3 Restrictions on dealing with Bank Accounts

Without prejudice and in addition to Clauses 6.1 (*Security*), 6.2 (*Disposal*) and 6.3 (*Further assurance*)

- (a) except for the Charges, no Charging Company shall create or have outstanding any Security over, nor do anything else relating to the granting of or subsistence of Security other than as permitted by clause 27.13 (*Negative pledge*) of the Senior Facilities Agreement in respect of, all or any part of any of its Bank Accounts, and
- (b) except as required by Clause 6.3 (*Further assurance*), no Charging Company shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Bank Accounts

9.4 Documents

Each Charging Company shall promptly execute and/or deliver to the Security Agent such documents relating to such of its Bank Accounts as the Security Agent requires, including any notice to the relevant Account Bank or financial institution of the Charges over them

10 INVESTMENTS

10.1 Acquisition

Each Charging Company shall promptly notify the Security Agent of its acquisition of, or agreement to acquire, any Investment with an aggregate value or for an aggregate consideration of over £10,000,000 or the equivalent in another currency

10.2 Documents

Each Charging Company shall

- (a) on the date of this Deed or, in the case of Investments acquired after the date of this Deed, on the date of such acquisition, deliver to the Security Agent, or as it directs, all certificates representing the Investments together with transfer forms executed in blank and left undated, and
- (b) promptly execute and/or deliver to the Security Agent such other documents relating to its Investments, including transfer forms executed in blank and left undated, as the Security Agent requires

10.3 Voting before enforcement

Subject to Clause 10.4 (*Voting after enforcement*), each Charging Company shall be entitled to exercise or direct the exercise of the voting and other rights attached to any of its Investments as it sees fit provided that

- (a) it does so for a purpose not inconsistent with any Finance Document, and
- (b) the exercise of or failure to exercise those rights would not have an adverse effect on the value of the relevant Investment or the Charged Assets and would not otherwise prejudice the interests of any Secured Party under any Finance Document

10.4 Voting after enforcement

At any time while an Enforcement Event is continuing

- (a) the Security Agent or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment in such manner as it or he sees fit, and
- (b) each Charging Company shall (at that Charging Company's expense) comply or procure the compliance with any directions of the Security Agent or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or the Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights

10 5 Power of attorney

If any Investment of a Charging Company is not held in that Charging Company's name, the relevant Charging Company shall promptly deliver to the Security Agent an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by the person in whose name that Investment is held. That power of attorney shall appoint the Security Agent, each Receiver and each Delegate, as the attorney of the holder and shall be in such form as the Security Agent requires.

10 6 Restrictions on dealing with Investments

Without prejudice and in addition to Clauses 6 1 (*Security*), 6 2 (*Disposal*) and 6 3 (*Further assurance*)

- (a) except for the Charges, no Charging Company shall create or have outstanding any Security over, nor do anything else relating to the granting of or subsistence of Security other than as permitted by clause 27 13 (*Negative pledge*) of the Senior Facilities Agreement in respect of, all or any part of any of its Investments, and
- (b) except as required by Clause 6 3 (*Further assurance*), no Charging Company shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Investments

10 7 Communications

Each Charging Company shall promptly execute and/or deliver to the Security Agent a copy of each circular, notice, report, set of accounts or other document received by it or its nominee in connection with any Investment, as the Security Agent requires.

11 INTELLECTUAL PROPERTY

11.1 Acquisition

Each Charging Company shall promptly notify the Security Agent of its becoming the legal and/or beneficial owner of or of its acquisition of, or agreement to acquire, (by licence or otherwise) any Intellectual Property, and any application by it or on its behalf to register any Intellectual Property.

11 2 Documents

Each Charging Company shall promptly execute and/or deliver to the Security Agent such documents relating to its Intellectual Property as the Security Agent requires.

11 3 Maintenance

Each Charging Company shall take all necessary action to safeguard, maintain in full force and effect and preserve its ability to enforce its present and future ownership and rights in connection

with all Intellectual Property used in or necessary for the conduct of its business from time to time, including

- (a) paying all renewal fees and other outgoings relating to all registered Intellectual Property held by it,
- (b) performing and complying with all laws and obligations to which it is subject as registered proprietor, beneficial owner, user, licensor or licensee of any such Intellectual Property,
- (c) not discontinuing the use of any such Intellectual Property,
- (d) obtaining registrations for Intellectual Property where registration is desirable in order to preserve and/ or validate the Intellectual Property rights or interests of that Charging Company, and
- (e) commencing and diligently undertaking the prosecution of infringement actions or oppositions where appropriate against third parties where failure to do so would compromise the Intellectual Property rights or interests of that Charging Company

11 4 Grant

Without prejudice to Clause 6 2 (*Disposal*), no Charging Company shall grant any exclusive registered user agreement or exclusive licence in relation to any of its present or future Intellectual Property

11 5 Restrictions on dealing with Intellectual Property

Without prejudice and in addition to Clauses 6 1 (*Security*), 6 2 (*Disposal*) and 6 3 (*Further assurance*)

- (a) except for the Charges, no Charging Company shall create or have outstanding any Security over, nor do anything else relating to the granting or subsistence of Security other than as permitted by clause 27 13 (*Negative pledge*) of the Senior Facilities Agreement in respect of, all or any part of any of its Intellectual Property, and
- (b) except as required by Clause 6 3 (*Further assurance*), no Charging Company shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Intellectual Property

12 INSURANCE

12 1 Documents

Each Charging Company shall promptly

- (a) execute and/or deliver to the Security Agent a copy of such insurance policies effected by it and the related premium receipts, and of such other documents relating to the Insurances, as the Security Agent requires, and
- (b) procure that the fixed Charges over its Insurances are noted on the relevant policies

12 2 Maintenance

Each Charging Company shall maintain such Insurances in respect of its Charged Assets, in respect of such risks as are normally maintained by prudent companies carrying on similar

businesses. If the Security Agent so requires, those Insurances (and any other insurances in respect of such risks as the Security Agent reasonably requires) shall be maintained with such insurers, in such amounts and on such terms as the Security Agent (acting in accordance with the Intercreditor Agreement) reasonably requires.

12.3 Enforceability

No Charging Company shall do or omit to do or permit to be done or omitted anything which might render any such Insurance void, voidable or unenforceable.

12.4 Security Agent may insure

If any Charging Company fails on demand to produce copies of insurance policies, premium receipts and such other evidence as the Security Agent requires which prove to the satisfaction of the Security Agent that such Charging Company is complying with Clause 12.2 (*Maintenance*), the Security Agent may (at that Charging Company's expense) (but shall not be obligated to) arrange such insurances of the assets of that Charging Company or any of them as it thinks fit.

12.5 Restrictions on dealing with Insurances

Without prejudice and in addition to Clauses 6.1 (*Security*), 6.2 (*Disposal*) and 6.3 (*Further assurance*)

- (a) except for the Charges, no Charging Company shall create or have outstanding any Security over, nor do anything else relating to the granting or subsistence of Security other than as permitted by clause 27.13 (*Negative pledge*) of the Senior Facilities Agreement in respect of, all or any part of any of its Insurances, and
- (b) except as required by Clause 6.3 (*Further assurance*), no Charging Company shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Insurances.

13 GENERAL UNDERTAKINGS

13.1 Protection of assets

Each Charging Company shall keep or cause to be kept all Charged Assets belonging to it in good working order and condition, ordinary wear and tear excepted.

13.2 Access

Each Charging Company shall ensure that representatives of the Security Agent (with or without surveyors, workmen and others) are able at all reasonable times to view the condition of any of its Charged Assets.

13.3 No fixing

No Charging Company shall fix or permit the affixing of any Charged Asset to any of its Real Property which is not itself a Charged Asset.

13.4 No other prejudicial conduct

No Charging Company shall do, or permit to be done, anything which could prejudice the Charges.

14 REPRESENTATIONS AND WARRANTIES

Each Charging Company

- (a) makes the representations and warranties set out in Clause 24 (*Representations*) of the Senior Facilities Agreement to the Security Agent (in the case of the Initial Charging Company) on the date of this Deed or (in the case of a company that accedes to the terms of this Deed pursuant to an Accession Deed) on the day on which it becomes a Charging Company and acknowledges that the Security Agent has entered into this Deed on reliance of those representations and warranties, and
- (b) represents and warrants to the Security Agent that the assets identified against its name in Schedules 3 (*Real Property*) to 8 (*Relevant Contracts*) are all of the relevant class of assets in which it has an interest

15 ENFORCEMENT

15.1 When enforceable

As between each Charging Company and the Security Agent the Charges shall be enforceable, and the powers conferred by Section 101 of the LPA as varied and extended by this Deed shall be exercisable, while an Enforcement Event is continuing

15.2 Power of sale

The statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed

15.3 Section 103 LPA

Section 103 of the LPA shall not apply to this Deed

16 APPOINTMENT AND RIGHTS OF RECEIVERS

16.1 Appointment of receivers

If

- (a) requested by any Charging Company,
- (b) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of any Charging Company, or
- (c) any other Enforcement Event is continuing (whether or not the Security Agent has taken possession of the Charged Assets),

without any notice or further notice, the Security Agent may, by deed, or otherwise in writing signed by any officer or manager of the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver. The Security Agent may similarly remove any Receiver and appoint any person instead of any Receiver. If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally.

16.2 Scope of appointment

Any Receiver may be appointed Receiver of all of the Charged Assets or Receiver of a part of the Charged Assets specified in the appointment. In the latter case, the rights conferred on a Receiver as set out in Schedule 2 (*Rights of Receivers*) shall have effect as though every reference in that Schedule to any Charged Assets were a reference to the part of those assets so specified or any part of those assets.

16.3 Rights of Receivers

Any Receiver appointed pursuant to this Clause 16 shall have the rights, powers, privileges and immunities conferred by the Insolvency Act on administrative or other receivers duly appointed under the Insolvency Act, and shall also have the rights set out in Schedule 2 (*Rights of Receivers*).

16.4 Agent of Charging Companies

Any Receiver shall be the agent of the Charging Company in respect of which it is appointed for all purposes. Such Charging Company shall alone be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver.

16.5 Remuneration

The Security Agent may determine the remuneration of any Receiver and direct payment of that remuneration out of moneys he receives as Receiver. The Charging Company in respect of which the Receiver is appointed shall alone be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

17 SECURITY AGENT'S RIGHTS

17.1 Same rights as Receiver

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Security Agent, or to the extent permitted by law, an Administrator after the Charges become enforceable, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Assets.

17.2 Delegation

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit.

18 ORDER OF DISTRIBUTIONS

18.1 Application of proceeds

All amounts received or recovered by the Security Agent or any Receiver or Delegate in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority, be applied in the order provided in Clause 18.2 (*Order of distributions*).

18.2 Order of distributions

The order referred to in Clause 18.1 (*Application of proceeds*) is

- (a) in or towards any costs, charges and expenses incurred and payments made by the Security Agent, any other Secured Party, any Delegate or Receiver appointed by the

Security Agent, in accordance with the provisions of this Deed (including any remuneration payable to the Security Agent),

- (b) in or towards the payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights, including his remuneration and all outgoings paid by him,
- (c) in or towards the payment of the Secured Obligations in accordance with clause 16 (*Application of proceeds*) of the Intercreditor Agreement, and
- (d) in payment of any surplus to any Charging Company or other person entitled to it

19 LIABILITY OF SECURITY AGENT, RECEIVERS AND DELEGATES

19.1 Possession

If the Security Agent, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession Without prejudice to Clause 19.2 (*Security Agent's liability*), the Security Agent shall not be liable as a mortgagee in possession by reason of viewing or repairing any of the present or future assets of any Charging Company

19.2 Security Agent's liability

Each of the Security Agent, any Receiver or any Delegate shall be entitled to all the rights, powers, privileges and immunities conferred by the LPA (as extended by this Deed) on receivers (provided that such receivers have been duly appointed thereunder) and mortgagees and neither the Security Agent nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to any Charging Company, any Secured Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets or from any act, default, omission or misconduct of the Security Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets or in connection with the Finance Documents except to the extent caused by its or his own gross negligence or wilful misconduct

20 POWER OF ATTORNEY

20.1 Appointment

Each Charging Company by way of security irrevocably appoints the Security Agent, every Receiver and every Delegate severally as its attorney (with full power of substitution acting severally or jointly), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit

- (a) to do anything which that Charging Company is obliged to do (but has not done) under any Finance Document to which it is party (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets), and
- (b) to do anything which the Security Agent considers necessary or desirable in order to enable the Security Agent, any Receiver or any Delegate to exercise any rights conferred on it in relation to the Charged Assets or under any Finance Document, the LPA or the Insolvency Act

20.2 Ratification

Each Charging Company ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 20.1 (*Appointment*)

21 PROTECTION OF THIRD PARTIES

21.1 No duty to enquire

No person dealing with the Security Agent or any other Secured Party shall be concerned to enquire

- (a) whether the rights conferred by or pursuant to any Finance Document are exercisable,
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with,
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights, or
- (d) as to the application of any moneys borrowed or raised

21.2 Protection to purchasers

All the protection to purchasers contained in Sections 104 and 107 of the LPA, Section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent or any other Secured Party

22 CHANGES TO CHARGING COMPANIES

Each Charging Company

- (a) consents to additional companies becoming Charging Companies as contemplated by the Finance Documents, and
- (b) irrevocably authorises the Initial Charging Company to agree to, and execute as a deed, any duly completed Accession Deed as agent for and on behalf of such Charging Company

23 SAVING PROVISIONS

23.1 Continuing Security

Subject to Clause 24 (*Discharge of Security*), the Charges are continuing Security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part

23.2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Charging Company or any Obligor or any security for those obligations or otherwise) is made in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Charging Companies and each Obligor and the Charges shall continue or be reinstated as if the payment, discharge, release or arrangement had not occurred

23.3 Waiver of defences

Neither the obligations of any Charging Company under this Deed nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Finance Document or any of the Charges (without limitation and whether or not known to it or any Secured Party) including

- (a) any time, waiver or consent granted to, or composition with any Charging Company, Obligor or other person
- (b) the release of any Charging Company, any Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Charging Company, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Charging Company, any Obligor or any other person,
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security,
- (g) any insolvency or similar proceedings, or
- (h) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor or other person under any Finance Document resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order

23.4 Charging Company intent

Without prejudice to the generality of Clause 23.3 (*Waiver of defences*), each Charging Company expressly confirms that it intends that the Charges shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following business acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees costs and/or expenses associated with any of the foregoing

23.5 Immediate recourse

Each Charging Company waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Charging Company under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary

23 6 Appropriations

Until all the Secured Obligations have been irrevocably paid in full and all facilities which might give rise to Secured Obligations have terminated, each Secured Party (or any trustee or agent on its behalf) may

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Charging Company shall be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any moneys received from any Charging Company or on account of any Charging Company's liability under this Deed

23 7 Deferral of Charging Companies' rights

Until all the Secured Obligations have been irrevocably paid in full and all facilities which might give rise to Secured Obligations have terminated and unless the Security Agent otherwise directs, no Charging Company will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed

- (a) to be indemnified by an Obligor,
- (b) to claim any contribution from any other provider of Security for or guarantor of any Obligor's obligations under the Finance Documents,
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party,
- (d) to bring legal proceedings for an order requiring any Obligor to make any payment, or perform any obligation in respect of which that Charging Company has given a guarantee, undertaking or indemnity,
- (e) to exercise any right of set-off against any Obligor, and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party

If a Charging Company receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by any Obligor under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 18 (*Order of distributions*)

23 8 Additional Security

The Charges are in addition to and are not in any way prejudiced by any other guarantees or security now or subsequently held by any Secured Party

23.9 Tacking

The Charging Companies and the Security Agent acknowledge that each Secured Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances)

24 DISCHARGE OF SECURITY

24.1 Final redemption

Subject to Clause 24.2 (*Retention of security*), if the Security Agent is satisfied that all the Secured Obligations have been irrevocably paid in full and that all facilities which might give rise to Secured Obligations have terminated, the Security Agent shall at the request and cost of the Charging Companies release, reassign or discharge (as appropriate) the Charged Assets from the Charges (in each case without recourse to representation or warranty by or from the Security Agent)

24.2 Retention of security

If the Security Agent considers that any amount paid or credited to any Secured Party under any Finance Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Obligations have been irrevocably paid

24.3 Consolidation

Section 93 of the LPA shall not apply to the Charges

25 PAYMENTS

25.1 Demands

Any demand for payment made by any Secured Party shall be valid and effective even if it contains no statement of the relevant Secured Obligations or an inaccurate or incomplete statement of them

25.2 Payments

All payments by a Charging Company under this Deed (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Security Agent may direct

25.3 Continuation of accounts

At any time after

- (a) the receipt by any Secured Party of notice (either actual or otherwise) of any subsequent Security affecting the Charged Assets, or
- (b) the presentation of a petition or the passing of a resolution in relation to the winding-up of any Charging Company,

any Secured Party may open a new account in the name of that Charging Company with that Secured Party (whether or not it permits any existing account to continue) If that Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred No moneys paid into any account, whether new or continuing, after that

event shall discharge or reduce the amount recoverable pursuant to any Finance Document to which that Charging Company is party

26 OTHER INDEMNITIES

26.1 Currency indemnity

(a) If any sum due from the Charging Company under the Finance Documents (a “**Sum**”), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the “**First Currency**”) in which that Sum is payable into another currency (the “**Second Currency**”) for the purpose of

- (i) making or filing a claim or proof against the Charging Company,
- (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Charging Company shall as an independent obligation, within three Business Days of demand, indemnify the Security Agent against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the Security Agent at the time of its receipt of that Sum

(b) The Charging Company waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable

26.2 Environmental indemnity

Each Charging Company shall indemnify each Secured Party against any and all costs, losses, liabilities or expenses incurred by each Secured Party arising (directly or indirectly) out of or in connection with

- (a) any actual or alleged breach of or liability under Environmental Law by any member of the Group or affecting any property currently or previously owned, leased, occupied or controlled by any member of the Group (including any offsite waste management or disposal location utilised by any member of the Group), or
- (b) any responsibility on the part of any Secured Party in respect of any clean-up, repair or other corrective action in relation to any such actual or alleged breach or liability

26.3 Indemnities separate

Each indemnity in each Finance Document shall

- (a) constitute a separate and independent obligation from the other obligations in that or any other Finance Document,
- (b) give rise to a separate and independent cause of action,
- (c) apply irrespective of any indulgence granted by the Security Agent,
- (d) continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any Liability or any other judgment or order, and
- (e) apply whether or not any claim under it relates to any matter disclosed by any Charging Company or otherwise known to the Security Agent

27 SET-OFF

27.1 Set-off by Security Agent permitted

The Security Agent may (but shall not be obliged to) set off any matured obligation due from the Charging Company under the Finance Documents (to the extent beneficially owned by the Security Agent) against any matured obligation owed by the Security Agent to the Charging Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

27.2 Set-off by Charging Company prohibited

Any payment made by the Charging Company under this Deed shall be made free and clear of and without any deductions for or on account of any set off or counterclaims.

28 RIGHTS, WAIVERS AND DETERMINATIONS

28.1 Ambiguity

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Finance Document, the terms of that Finance Document shall prevail.

28.2 Exercise of rights

No failure to exercise, nor any delay in exercising, on the part of any Secured Party any right or remedy under any Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No waiver or election to affirm any of the Finance Documents on the part of any Secured Party shall be effective unless in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act.

28.3 Amendments and waivers

Any term of this Deed may be amended or waived only with the consent of the Security Agent and the Charging Companies.

28.4 Determinations

Any certification or determination by any Secured Party under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

29 COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

30 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

31 JURISDICTION

32 JURISDICTION OF ENGLISH COURTS

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- (c) This Clause 32 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

32.2 Service of process

Without prejudice to any other mode of service allowed under any relevant law, each Charging Company (other than any Charging Company incorporated in England and Wales)

- (a) irrevocably appoints Fitness First Finance Limited, 58 Fleets Lane, Poole, Dorset, BH15 3BT (Fax 01202 493224 Attention Company Secretary) as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document, and
- (b) agrees that failure by a process agent to notify the Charging Company of the process will not invalidate the proceedings concerned

If the appointment of the person mentioned in this Clause terminates, the Charging Company shall immediately appoint another person in England to accept service of process on its behalf in England and if it fails to do so within 15 days of such termination, the Security Agent shall be entitled to appoint such other person by notice to the Charging Company as it deems fit. Nothing contained in this Deed shall affect the right to serve process in any manner permitted by law.

This Deed has been delivered on the date stated at the beginning of this Deed

SCHEDULE 1
INITIAL CHARGING COMPANIES

Name of Initial Charging Company	Jurisdiction of incorporation	Registration number
Fitness First Finance Limited	England & Wales	05452198
Fitness First Holdings Limited	England & Wales	04699401
Fleets Lane Limited	England & Wales	04698755
Moray Limited	England & Wales	04698751
Fitness First Limited	England & Wales	03075946
Fitness First Clubs Limited	England & Wales	03207791
Fitness First Overseas Holding Limited	England & Wales	04914000

SCHEDULE 2 RIGHTS OF RECEIVERS

Any Receiver appointed pursuant to Clause 16 (*Appointment and rights of Receivers*) shall have the right, either in his own name or in the name of any Charging Company or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person

a) Enter into possession

to take possession of, get in and collect the Charged Assets, and to require payment to him or to any Secured Party of any Book Debts or credit balance on any Bank Account,

b) Carry on business

to manage and carry on any business of any Charging Company,

c) Contracts

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which any Charging Company is a party,

d) Deal with Charged Assets

to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of or realise the Charged Assets (including any Fixtures, which may be sold separately from the related Real Property) to any person (including a new company formed pursuant to paragraph (e) (*Hive down*)) either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred),

e) Hive down

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or part thereof or any rights attaching thereto,

f) Borrow money

to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise),

g) Covenants and guarantees

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them,

h) Dealings with tenants

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons (including a new company formed pursuant to paragraph (e) (*Hive down*)) from whom any rents and profits may be receivable (including those relating to the grant of any licences, the review of rent in accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Charged Assets),

i) Rights of ownership

to manage and use the Charged Assets and to exercise and do (or permit any Charging Company or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Charged Assets

j) Insurance, repairs, improvements etc

to insure the Charged Assets on such terms as he thinks fit, to carry out decorations, repairs, alterations, improvements and additions to the Charged Assets (including the development or redevelopment of any Real Property) and to purchase or otherwise acquire or do anything in connection with the Charged Assets,

k) Claims

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any Charging Company or relating to the Charged Assets,

l) Legal actions

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or any business of any Charging Company,

m) Redemption of Security

to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets,

n) Employees etc

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by any Charging Company,

o) Insolvency Act

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1, Schedule B1 or Schedule 2, as the case may be, after the date of this Deed, and

p) Other powers

to do anything else he may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Finance Document to which any Charging Company is party, the LPA or the Insolvency Act

**SCHEDULE 3
REAL PROPERTY**

Part 1

Leases – No Restrictions

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26.3.2014) and address
Bath Kingsmead Leisure Complex, 5-10 James Street Bath BA1 2BX	ST229370	30 06 2004	35 years from 03 06 2004 Expiring 02 06 2039	Fitness First Clubs Limited (CRN 3207791)	LS Kingsmead Limited (CRN 07699874) of 5 Strand, London WC2N 5AF Superior landlord Bath and North East Somerset Council of Riverside, Temple Street, Keynsham, Bristol BS31 1LA and Property and Legal Services, Northgate House, Upperborough Walls, Bath BA1 1RG
Bedford Aspects Leisure Park, Newnham Avenue, Bedford MK41 9LW	BD251247	23 08 2006	25 years from 28 10 2004 Expiring 27 10 2029	Fitness First Clubs Limited (CRN 3207791)	Bedford Borough Council of Town Hall, St Paul's Square, Bedford MK40 1SJ
Brentwood Unit LSU18 The Baytree Centre, Brentwood	EX780593	13 07 2006	25 years from 13 07 2006 Expiring 12 07 2031	Fitness First Clubs Limited (CRN 3207791)	O Twelve Baytree Limited (CRN 45880) of No 1 Le Trouchot, St Peter Port, Guernsey GY1 AE
Brixton Blue Star House, 234-244 Stockwell Road, Brixton	TGL153974	10 11 1998	25 years from and including 01 05 1998 Expiring 30 04 2025	Fitness First Clubs Limited (CRN 3207791)	Lancedrum Limited (CRN 01788673) c/o Paragon Partners, Churchill Square, 137-139 Brent Street, London NW4 4DJ
Camden 128 Albert Street, Camden NW1 7NE	NGL765180	21 08 1998	25 years from 25 03 1998 Expiring 24 03 2023	Fitness First Clubs Limited (CRN 3207791)	Threadneedle Pensions Limited (CRN 984167) of 60 St Mary Axe, London EC3A 8JQ
Cannock Unit 3 Wyrely Brook Park, Cannock WS11 3XF	SF442070	10 05 2001	25 years from 29 01 2001 Expiring 28 01 2026	Fitness First Clubs Limited (CRN 3207791)	ELQ UK Properties Limited (CRN 08773913) c/o Goldman Sachs International Peterborough Court, 133 Fleet Street, London EC4A 2BB

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26 3 2014) and address
Fetter Lane 5-11 Fetter Lane, London EC4A 1QX	Not registered	22 02 1999	From 29 09 2003 to 21 02 2024	Fitness First Clubs Limited (CRN 3207791)	Slug and Lettuce Company Limited (CRN 06295354) of Porter Tun House, 500 Capability Green, Luton, Bedfordshire LU1 3LS Superior landlord Universities Superannuation Scheme Limited (CRN 01167127) of Royal Liver Building, Liverpool, L3 1PY
Halifax Dean Clough Halifax HX3 5AX	YY20268	10 12 2012	10 years from and including 10 12 2012 Expiring 09 12 2022	Fitness First Clubs Limited (CRN 3207791)	Dean Clough Limited (CRN 1635454) of Office Suite E345, Dean Clough, Halifax, HX3 5AX
Ilford - Unit 1 261-275 High Road, Ilford G1 1NJ	EGL406580	06 04 2000	25 years from 16 11 1998 Expiring 15 11 2023	Fitness First Clubs Limited (CRN 3207791)	Pearson Pension Property Fund Limited (CRN 01781933) of 80 Strand, London, WC2R 0RL and Pearson Nominees Limited (CRN 00672908) of 80 Strand London WC2R 0RL
Ilford - Unit 2 261-275 High Road, Ilford G1 1NJ	EGL390510	05 06 1999	25 years from 16 11 1998 Expiring 15 11 2023	Fitness First Clubs Limited (CRN 3207791)	Pearson Pension Property Fund Limited (CRN 01781933) of 80 Strand, London, WC2R 0RL and Pearson Nominees Limited (CRN 00672908) of 80 Strand London WC2R 0RL
Ipswich 6 Russell Road, Ipswich IP1 2BX	SK182224	08 05 1998	From 29 09 1997 to 22 03 2020	Fitness First Clubs Limited (CRN 3207791)	K/S IPSWITCH care of Edward Bannister, Field Fisher Waterhouse LLP, 35 Vine Street, London EC3N 2AA and care of Kristensen Properties A/S, Hovedvejen 2 2600 Gostrup Denmark

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26 3 2014) and address
Jersey The Waterfront, St Helier JE2 4HY		28 03 2003	25 years from 05 12 2002	Fitness First Clubs Limited (CRN 3207791)	Friends Life Limited of Olsens, 47 Esplanade, St Helier, Jersey Superior landlord The Public of Jersey of the Creffier of the States Monier House, St Helier, Jersey, JE1 1DD
Kilburn 105-109 Salusbury Road, Kilburn NW6 6RG	NGL780503	14 09 1999	25 years from 25 12 1997 Expiring 24 12 2022	Fitness First Clubs Limited (CRN 3207791)	Sainsbury's Supermarkets Ltd (CRN 3261722) of 33 Holborn, London, EC1N 2HT Superior landlord Sopavraz Limited (incorporated in Cyprus) of Chrysorogiatissis & Kolokotroni 304, Limassol, Cyprus and care of Rosling King LLP, 10 Old Bailey, London EC4M 7NG Ref LPL/4822-6-1
Kingly Street 59 Kingly Street, London W1B 5QJ	NGL775204	14 06 1999	From 14 06 1999 to 23 10 2020	Fitness First Clubs Limited (CRN 3207791)	The Queen's Most Excellent Majesty In Right Of Her Crown care of The Crown Estate Commissioners, The Crown Estate, 16 New Burlington Place, London W1S 2HX
Kensington South Ground and Lower Floor Petersham House, 29-37 Harrington Road, South Kensington SW7 3HD	Not registered	20 08 1999	20 years from 20 08 1999 Expiring 19 08 2019	Fitness First Clubs Limited (CRN 3207791)	Keystone Holdings Limited (incorporated in the Isle of Man) (UK Regn No Y) of 71 Circular Road, Douglas, Isle of Man IM1 1AZ and of 15th Floor, The Tower, Colliers Wood, London SW19 2JR
South Kensington Caretakers Flat, Petersham House, 29-37 Harrington Road South Kensington SW7 3HD	Not registered	25 09 1999	20 years from 25 09 1999 Expiring 24 09 2019	Fitness First Clubs Limited (CRN 3207791)	Keystone Holdings Limited (incorporated in the Isle of Man) (UK Regn No Y) of 71 Circular Road, Douglas, Isle of Man IM1 1AZ and of 15th Floor, The Tower, Colliers Wood, London SW19 2JR
Marylebone	NGL933420	16 03 2013	10 years from	Fitness First	Pavilion Trustees

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26.3.2014) and address
Fourth and Fifth Floor Offices at Grove House 248A Marylebone Road, London NW1 6JZ			and including 14 03 2013 Expiring 13 03 2023	Clubs Limited (CRN 3207791)	Limited (incorporated in Jersey) of 47 Esplanade, St Helier Jersey, JE1 0BD as managing trustees of Grove House Unit Trust and Pavilion Property Trustees Limited (incorporated in Jersey) of 47 Esplanade St Helier, Jersey, JE1 0BD as managing trustees of Grove House Unit Trust
Balham 279 - 291 Balham High Road, London (SW17 7BA)	TGL185173	06 02 2001	25 years from 25 12 2000 Expiring 24 12 2025	Fitness First Clubs Limited (CRN 320791)	Raymond David Lyons and Leatrice Marion Lyons of Flat 21, Imperial Court, 55-56 Prince Albert Road, London, NW8 7PT
Basingstoke The Fitness Centre, Chineham Business Park, Chineham, Basingstoke	HP621415	18 10 2002	25 years from 25 03 2002 Expiring 24 03 2027	Fitness First Clubs Limited (CRN 320791)	MEPC Chineham Park No 1 Limited (CRN 5492673) and MEPC Chineham Park No 2 Limited (CRN 5492674) of Lloyds Chambers of 1 Portsoken Street London, E1 8HZ
Bognor Regis Unit 3, The Bognor Regis Retail Park Bognor Regis (PO22 9TR)	WSX256942	12 07 2001	25 years from 28 05 2001 Expiring 27 05 2026	Fitness First Clubs Limited (CRN 320791)	Zurich Assurance Limited (CRN 02456671) of The Grange, Bishops Cleeve, Cheltenham, Gloucestershire, GL52 8XX
Bournemouth 51 Queens Park South Drive, Bournemouth (BH8 9BJ)	DT323392	25 02 2004	35 years from 25 02 2004 Expiring 24 02 2039	Fitness First Clubs Limited (CRN 320791)	Barnaby International Investments Limited (incorporated in the British Virgin Islands) of 21 Dartmouth Street, London, SW1H 9BP
Camberley Collingwood Squash Club, Mitcham Road, Camberley	SY732593	06 05 2004	35 years from 06 05 2004 Expiring 05 05 2039	Fitness First Clubs Limited (CRN 320791)	Shiffyton Limited (CRN 4914244) of 1 Allandale Court, Waterpark Road Salford, Lancashire, M7 4JN

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26 3 2014) and address
Exeter (Bonhay Road) Land at the rear of Renslade House, Bonhay Road Exeter (EX4 3AY)	DN463767	25 03 2002	25 years from 25 12 2000 Expiring 24 12 2025	Fitness First Clubs Limited (CRN 320791)	Marchmont Atlas (2) Limited (incorporated in Jersey) of 19-21 Broad Street, St Helier, Jersey JE1 3PB and care of Fladgate LLP (Ref PDT), 16 Great Queen Street, London, WC2B 5DG
Exeter (Tudor Street) Fitness First, Tudor Street, Exeter (EX 3BR)	DN443228	12 02 2001	25 years from 25 12 2000 Expiring 24 12 2025	Fitness First Clubs Limited (CRN 320791)	Commercial Estates Property Company Limited (CRN 1952080) of Hawthorn House, Emperor Way, Exeter Business Park, Exeter Devon, EX1 3QS
Poole (Fleets Lane) Land on the west side of Fleets Lane, Poole	DT297565	30 04 2004	35 years from 30 04 2004 (determinable as mentioned therein)	Fitness First Clubs Limited (CRN 320791)	Birchmere Limited (CRN 1206201) of 38 Sandbanks Road Parkstone, Poole, Dorset, BH14 8BX
Poole (Fleets Lane) Office premises on the west side of Fleets Lane	DT321625	30 04 2004	35 years from 30 04 2004 (determinable as mentioned therein)	Fitness First Clubs Limited (CRN 320791)	Eloquence Limited (incorporated in the Isle of Man) of St George's Court, Upper Church Street, Douglas, Isle of Man, IM1 1EE
Poole Units D and E, Fleets Point Business Centre, Willis Way, Poole	DT321626	19 04 2002	25 years from 16 04 2002	Fitness First Clubs Limited (CRN 320791)	Eloquence Limited (incorporated in the Isle of Man) of St George's Court, Upper Church Street Douglas, Isle of Man, IM1 1EE
Walsall Wood 80 Lichfield Road, Walsall Wood	WM837349	25 06 2004	35 years from 25 06 2004 Expiring 24 06 2039	Fitness First Clubs Limited (CRN 320791)	Royal Bank of Canada Trust Corporation Limited (00849073) of Riverbank House, 2 Swan Lane, London, EC4R 3BF
Wednesbury Fitness First Health Club, Automotive Components Park, Hallens Drive, Wednesbury (WS10 7DD)	WM833963	30 04 2004	35 years from 30 04 2004 Expiring 29 04 2039	Fitness First Clubs Limited (CRN 320791)	Westpoint Limited (incorporated in the Isle of Man) of St George's Court, Upper Church Street, Douglas Isle of Man, IM1 1EE

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26.3 2014) and address
Whitefield land at Moss Lane, Whitefield	GM963090	26 04 2004	From 26 04 2004 Expiring 25 04 2039	Fitness First Clubs Limited (CRN 320791)	Man Prop Eight Ltd (CRN 04954028) of 4 Horton Place, London, W8 4LZ
York Leisure Unit Lancaster Park Audax Road, Clifton Moor	NYK229209	04 10 1999	25 years from 27 09 1999 Expiring 26 09 2024	Fitness First Clubs Limited (CRN 320791)	Brightsea S A R L (incorporated in Luxembourg) c/o Fergus Jack and Bryn Williams of DTZ 125 Old Broad Street, London, EC2N 1AR

Part 2

Leases – Landlord's Consent Required

Property Details.	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26.3 2014) and address
Aintree Grand National Avenue, Off Ormskirk Road, Liverpool L9 5BD	MS428551	11 02 2000	25 years from 29 09 1999 Expiring 28 09 2024	Fitness First Clubs Limited (CRN 3207791)	Aviva Staff Pension Trustee Limited (CRN 01438185) of St Helen's, 1 Undershaft, London EC3P 3DQ Superior landlord Jockey Club Racecourses Limited (CRN 02909409) of 75 High Holborn London, WC1V 6LS
Baker Street 55 Baker Street, London W1U 8EW	NGL902500	14 01 2009	25 years from 28 04 2008 to 27 04 2033	Fitness First Clubs Limited (CRN 3207791)	London and Regional (Baker Street) Limited (CRN 04411316) of Quadrant House Floor 6, 4 Thomas Moore Square London E1W 1YK Superior landlord The Portman Estate Nominees (One) Limited (CRN 05175327) of Ground Floor 40 Portman Square, London W1H 6LT and The Portman Estate Nominees (Two) Limited (CRN 05175370) of Ground

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26 3 2014) and address
					Floor, 40 Portman Square, London W1H 6LT
Basildon Ground Floor Unit, Festival Leisure Park, Cranes Farm Road, Basildon SS14 2WB	EX685384	22 05 2002	25 years from 28 09 2001 to 27 09 2026	Fitness First Clubs Limited (CRN 3207791)	Anthony Charles Moaby of 1 Grange Cottages, Main Road, Hadlow Down, Uckfield, East Sussex TN22 4HJ
Belfast Unit 11, Connswater Retail Park Connswater BT5 4AF		24 06 1998	25 years from 01 05 1998 Expiring 30 04 2023	Fitness First Clubs Limited (CRN 3207791)	Killultagh Estates Limited of 4 th Floor, 19-21 Alfred Street, Belfast, BT2 8ED
Bloomsbury The Former Heat Station, Coram Street Bloomsbury WC1N 1HB	NGL820126	09 12 2002	25 years from 25 12 2000 Expiring 24 12 2025	Fitness First Clubs Limited (CRN 3207791)	Tudehope Ltd (CRN 07471896) c/o Directors Office, Imperial Hotel, 61/66 Russell Square, London WC1B 5BB and of 22 Chancery Lane, London WC2A 1LS care of Bird & Bird LLP (Ref Timlo 0002/RXD/LAF) 15 Fetter Lane, London EC4A 1BW
Brighton Ground Floor and Lower Ground Floor International House, 78-81 Queens Road, Brighton BN1 3XE	ESX265618	12 08 2002	25 years from 12 08 2002 Expiring 11 08 2027	Fitness First Clubs Limited (CRN 3207791)	Aviva Staff Pension Trustee Limited (CRN 1438185) of St Helen's, 1 Undershaft, London EC3P 3DQ
Bristol Aspects Unit 9 Aspects Leisure Park Kingswood BS15 9LA	GR239246	05 04 2001	25 years from 25 12 2000 Expiring 24 12 2025	Fitness First Clubs Limited (CRN 3207791)	Legal and General Leisure Fund Trustee Limited (CRN 04301197) of One Coleman Street, London, EC2R 5AA and Legal and General Property Partners (Leisure) Limited (CRN 04452915) of One Coleman Street London EC2R 5AA and Norwepp (General Partner) Limited (CRN 5894706) of No 1 Poultry London EC2R 8EJ

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26.3 2014) and address
Bromborough Unit 6 Crofton Retail & Leisure Park, Bromborough CH62 3PN	MS385826	14 02 1995	25 years from 29 09 1994 Expiring 28 09 2019	Fitness First Clubs Limited (CRN 3207791)	Universities Superannuation Scheme Limited (CRN 01167127) of Royal Liver Building Liverpool, L3 1PY
Cheltenham Unit 12 The Brewery Cheltenham GL50 4FA	GR348610	17 09 2010	From and including 17 09 2010 Expiring 04 03 2031	Fitness First Clubs Limited (CRN 3207791)	National Farmers Union Mutual Insurance Society Limited (CRN 111982) of Tiddington Road, Stratford-Upon-Avon, Warwickshire CV37 7BJ
Cheltenham Unit 16 The Brewery, Cheltenham GL50 4FA	GR296882	08 06 2006	25 years from 05 03 2006 Expiring 04 03 2031	Fitness First Clubs Limited (CRN 3207791)	National Farmers Union Mutual Insurance Society Limited (CRN 111982) of Tiddington Road, Stratford-Upon-Avon, Warwickshire CV37 7BJ
Clapham 276-288 Lavender Hill Clapham Junction SW11 1LJ	TGL183846	06 10 2000	25 years (less 10 days) from 25 12 1998 Expiring 14 12 2023	Fitness First Clubs Limited (CRN 3207791)	Inventive Leisure Limited (CRN 02824084) of 21 Old Street Ashton Under Lyne Tameside, OL6 7LA Superior landlord J D Wetherspoon Plc (CRN 01709784) of Wetherspoon House, Reeds Crescent, Watford, Hertfordshire WD24 4QL
Hammersmith 26-28 Hammersmith Grove, London W6 7NL	BGL51370	24 09 2004	25 years from 24 06 2002 Expiring 23 06 2027	Fitness First Clubs Limited (CRN 3207791)	Hammersmith Grove Nominee No 1 Limited (CRN 05774303) c/o Tyburn Lane Private Equity, 43-44 Albemarle Street, London W1S 4JJ and Hammersmith Grove Nominee No 2 Limited (CRN 05774286) c/o Tyburn Lane Private Equity, 43-44 Albemarle Street, London W1S 4JJ

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26 3 2014) and address
Haringey Unit 4e Arena Estate, London N4 1ED	AGL185414	27 03 2008	25 years from 28 01 2008 Expiring 27 01 2033	Fitness First Clubs Limited (CRN 3207791)	Coal Pension Properties Limited (CRN 465783) of One Curzon Street, London, W1J 5HD
Highbury Unit A East Stand, London N5 1FE	AGL232713	07 04 2011	20 years from 09 02 2011 Expiring 08 02 2031	Fitness First Clubs Limited (CRN 3207791)	Highbury Holdings Limited (CRN 4403163) of Highbury House, 75 Drayton Park London N5 1BU
Holborn Circus 1 Thavies Inn, London EC4A 1AN	NGL853453	21 07 2005	25 years from 29 09 2001 Expiring 28 09 2026	Fitness First Clubs Limited (CRN 3207791)	Triton Nominee 1 Limited (CRN 6684568) of PO Box 7010, 1st Floor, 44-46 Whitfield, London W1A 2EA and Triton Nominee 2 Limited (CRN 6684613) of PO Box 7010 1st Floor, 44-46 Whitfield, London W1A 2EA Superior landlord The Mayor and Commonalty and Citizens of the City of London care of the Comptroller and City Solicitor, The City of London Corporation, Guildhall P O Box 270 London EC2P 2EJ
Islington 361-373 City Road, Islington EC1V 2PY	NGL817581	13 11 2002	25 years from 13 11 2002 Expiring 12 11 2027	Fitness First Clubs Limited (CRN 3207791)	Torim (Angel City) Investments Limited (CRN 1004245) of 58/60 Berners Street, London W1T 3JS
Kingsbury First Floor, 632-640 Kingsbury Road, Kingsbury NW9 9HN	NGL771928	31 03 1999	25 years from 01 06 1998 Expiring 31 05 2023	Fitness First Clubs Limited (CRN 3207791)	Aldi Stores Limited (CRN 2321869) of Holly Lane, Atherstone, Warwickshire CV9 2SQ
Leicester Raw Unit 3 Raw Dykes Road, Leicester LE2 7JZ	LT329524	19 12 2000	25 years from 23 10 2000 Expiring 24 10 2025	Fitness First Clubs Limited (CRN 3207791)	E ON UK PLC (CRN 2366970) of Westwood Way, Westwood Business Park, Coventry CV4 8LG

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26.3 2014) and address
Leytonstone First Floor, Unit 6 Leyton Mills Retail Park, Leyton E10 5NH	EGL468578	22 12 2005	25 years from 01 10 2003 Expiring 30 09 2028	Fitness First Clubs Limited (CRN 3207791)	Aviva Life and Pensions UK Limited (CRN 3253947) of 2 Rougier Street, York, YO90 1UU
Mere Green Holdon Way, Sutton Coldfield B74 2WU	WM720032	14 03 2000	25 years from 06 12 1999 Expiring 05 12 2024	Fitness First Clubs Limited (CRN 3207791)	Carlton House Investments Limited (CRN 1362814) of Carlton House Mere Green Road Four Oaks, Sutton Coldfield, West Midlands B75 5BS
Old Street 60-63 Bunhill Row, London EC1Y 8NQ	NGL862340	31 01 2006	35 years from 31 01 2006 Expiring 30 10 2041	Fitness First Clubs Limited (CRN 3207791)	Thomas Hugh Lynch and Mona Helen Lynch of 14 Herbert Park, Ballsbridge, Dublin 4 Ireland Superior landlord Proxima GR Properties Limited (CRN 3829939) of Molteno House, 302 Regents Park Road, London N3 2JX
Pinner 69 Bridge Street, Pinner HA5 3HZ	NGL802145	04 09 2001	25 years from 06 03 2000 Expiring 05 03 2025	Fitness First Clubs Limited (CRN 3207791)	Lidl UK Assets GMBH (incorporated in Germany) of 19 Worple Road, Wimbledon, London SW19 4JS USF Nominees Limited (CRN 263490) of Unilever House, Springfield Drive, Leatherhead KT22 7GR
Portsmouth Fratton Park, The Pompey Centre, Portsmouth PO4 8SH	The 25 year lease has not been registered at the Land Registry – to be registered	24 01 2003	From 13 12 2002 Expiring 12 12 2027	Fitness First Clubs Limited (CRN 3207791)	Sellar Properties (Portsmouth - Phase 1) Limited (CRN 4640640) of 110 Park Street, London W1K 6NX
Queen Victoria Street 95 Queen Victoria Street, London	NGL856359	31 10 2005	25 years from 21 05 2004 Expiring 20 05 2029	Fitness First Clubs Limited (CRN 3207791)	95 QVS Limited (incorporated in Jersey) of Le Masurier House, La Rue Le Masurier, St Helier, Jersey JE2 4YC

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26 3 2014) and address
EC4V 4HN					Superior landlord Mayor and Commonalty of the Citizens of the City of London care of the City Solicitor, The City of London Corporation Guildhall, PO Box 270, London
Romford Atlanta Boulevard, Romford RM1 1TB	EGL407343	10 04 2000	25 years from 10 04 2000 Expiring 09 04 2025	Fitness First Clubs Limited (CRN 3207791)	Lidl UK GMBH (incorporated in Germany) of 19 Worples Road, Wimbledon London SW19 4JS
Shepherds Bush West 12 Shopping Leisure, Shepherds Bush W12 8PP	BGL44612	14 02 2003	25 years from 24 06 2001 Expiring 23 06 2026	Fitness First Clubs Limited (CRN 3207791)	Tops Shop Centres Limited (CRN 1989903) of 5 Strand, London WC2N 5AF
Solihull Ulleries Road Off Hobs Moat Road, Birmingham B92 8DS	WM755605	18 10 2001	25 years from 24 06 2001 Expiring 23 06 2026	Fitness First Clubs Limited (CRN 3207791)	Charles Ashton & Co Limited (CRN 343822) of 2 Mountview Court, 310 Friern Barnet Lane, Whetstone, London N20 0YZ Leisure Living Limited (CRN 2106984) of Sir Stanley Clarke House 7 Ridgeway Quanton Business Park, Birmingham B32 1AF The Metropolitan Borough of Solihull of PO Box 18, Council House, Solihull, West Midlands B91 9QS
Southend Thamesgate House 33-41 Victoria Avenue, Southend SS2 6DF	Unregistered 20 year lease	12 12 1996	20 years from 27 09 1996 Expiring 26 09 2016	Fitness First Clubs Limited (CRN 3207791)	Thamesgate House 3 Limited (CRN 08578754) of 16-20 Ely Place, London EC1N 6SN
Spitalfields Tower 7 Frying Pan Alley London E1 7HS	EGL577287	07 09 2010	15 years from 06 09 2010 Expiring 05 09 2025	Fitness First Clubs Limited (CRN 3207791)	Coal Pension Properties Limited (CRN 465783) of One Curzon Street, London, W1J 5HD Superior landlord

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26 3 2014) and address
					Middlesex S A R L (incorporated in Luxembourg) of 19 rue De Bitbourg, L-1273, Luxembourg
St Albans Unit 17 Christopher Place Shopping Centre, St Albans	HD413438	29 10 2002	25 years from 29 10 2001 Expiring 28 10 2026	Fitness First Clubs Limited (CRN 3207791)	HSBC Bank Plc (CRN 14259) of 8 Canada Square, London E14 5HQ (<i>Note as trustee of the Hermes Property Unit Trust</i>)
Streatham 7 Streatham High Road, Streatham SW16 1EH	TGL292178	04 04 2007	25 years from 04 04 2007 Expiring 03 04 2032	Fitness First Clubs Limited (CRN 3207791)	Fodrona Investments Limited (incorporated in Cyprus) of Baden Paouel No 6, P C 3066, Haraki, Limassol, Cyprus and of 205 28th October Avenue, Louloupis Court, First Floor, Limassol 3035, Cyprus and care of Lawrence Stephens Solicitors, Morley House 26 Holborn Viaduct, London EC1A 2AT
Teddington 1st Floor, 20-28 Broad Street, Teddington TW11 8QZ	The lease was granted 08 01 2003 expiring 14 07 2020 and therefore not registered at the Land Registry	08 01 2003	08 01 2003 to and including 14 07 2020	Fitness First Clubs Limited (CRN 3207791)	Tesco Stores Limited (CRN 519500) of Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL Superior landlord Quantum Properties Limited care of Wingmatic Limited, PO Box 144A, Surbiton, Surrey KT8 5ES
Waterlooville Dukes Walk Waterlooville PO7 7HS	SH9704	23 05 2001	25 years from 31 07 2000 Expiring 30 07 2025	Fitness First Clubs Limited (CRN 3207791)	Clerical Medical Investment Group Limited (CRN 3196171) of 33 Old Broad Street, London EC2N 1HZ and Clerical Medical (Waterlooville One) Limited (incorporated in Jersey) (UK Regn No Y) and Clerical Medical (Waterlooville Two) Limited

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26.3 2014) and address
					(incorporated in Jersey) (UK Regn No Y) of 33 Old Broad Street, London EC2N 1HZ
Wembley 492-500 High Road, London HA9 7BH	AGL210035	11 12 2009	25 years from 15 04 2009 Expiring 14 4 2034	Fitness First Clubs Limited (CRN 3207791)	Avon Ground Rents Ltd (CRN 7399676) of 88 Edgeware Way, Edgeware, Middlesex HA8 8JS
High Wycombe Gateway House High Wycombe HP11 1FY	BM306317	19 10 2005	From 01 09 2005 to 31 08 2030	Fitness First Clubs Limited (CRN 3207791)	British Overseas Bank Nominees Limited (CRN 220905) of 135 Bishopsgate, London EC2M 3UR Superior landlord W G T C Nominees Limited (CRN 1255218) of 135 Bishopsgate, London EC2M 3UR
Birmingham (Sturchley) Fitness First Health Centre, Pershore Road, Sturchley, Birmingham (B30 2YB)	WM837833	30 04 2004	From 30 04 2004 Expiring 29 04 2039	Fitness First Clubs Limited (CRN 320791)	Declan McCaul and Francis McCaul of Essex Ford Joinery, Carrickacreeeny, Shercock County Cavan, Ireland
Brighton Basement Premises, International House, Queens Road, Brighton (BN1 3XE)	ESX321226	24 12 2008	From 24 12 2008 Expiring 11 08 2027	Fitness First Clubs Limited (CRN 320791)	Aviva Staff Pension Trustee Limited (CRN 1438185) of St Helen's, 1 Undershaft, London, EC3P 3DQ
Bromborough (55 Welton Road) 55 Welton Road, Croft Business Park, Bromborough, Wirral (CH62 3PN)	MS599441	21 12 2012	10 years from 29 09 2019 Expiring 28 09 2029	Fitness First Clubs Limited (CRN 320791)	Universities Superannuation Scheme Limited (CRN 1167127) of Royal Liver Building, Liverpool, L3 1PY
Harrow Units 34 and 35 St Georges Shopping and Leisure Centre, St Anns Road	NGL779398	14 09 1999	From 28 06 1999 Expiring 27 06 2024	Fitness First Clubs Limited (CRN 320791)	St Georges Harrow Limited (incorporated in British Virgin Islands) of Coastal Buildings, Wickham's Cay II, PO Box 2221, Waterfront Drive, Road Town, Tortola, British Virgin Islands, BVI VG1110

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26 3 2014) and address
					Superior landlord Boots Properties Limited (CRN 00231661) of Nottingham, NG2 3AA
St Pauls The basement, lower ground and ground floor Health Club premises, Unit 3, Warwick Court, Paternoster Square, London	NGL843476	25 10 2004	From 25 10 2004 Expiring 30 11 2025	Fitness First Clubs Limited (CRN 320791)	Mitsubishi Estate London Limited (CRN 2435659) of Lacon House, 84 Theobalds Road, London, WC1X 8RW Superior landlord Church Commissioners for England of Church House, Great Smith Street, London, SW1P 3AZ

Part 3

Leases – Category 3

Category 3 – Exempted Leases

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26 3 2014) and address
Chesham 97 High Street, Chesham, Buckinghamshire HP5 1DE	BM315673	07 07 2006	10 years from 07 07 2006 Expiring 06 07 2016	Fitness First Clubs Limited (CRN 3207791)	Waitrose Limited (CRN 99405) of 171 Victoria Street, London SW1E 5NN
Leicester Forest East Off Beggars Lane, Leicester Forest East LE3 3NQ	LT338532	18 10 2001	25 years from 18 10 2001 Expiring 17 10 2026	Fitness First Clubs Limited (CRN 3207791)	Barry Anthony Crane, Terence Michael Crane, Patrick David Crane and Trudy Pamela Crane of Kingstand Farm, Hinckley Road, Leicester Forest East Leicester LE3 3LR

Part 4

Leases – Category 4

Property Details	Chargor title number	Date of Lease	Term of Lease	Chargor	Landlord's details (as at 26 3 2014) and address
None					

**SCHEDULE 4
INVESTMENTS**

**Part 1
Shares**

Charging Company	Name and Registered Number of Company issuing shares	Description (number of shares, class, par value etc)
Fitness First Finance Limited	Fitness First Holdings Limited 04699401	168,349 D ordinary shares of AUD 0 01 each 749,725 A ordinary shares of GBP 1 00 each 90,275 B ordinary shares of GBP 1 00 each 17,430,220 B preference shares of GBP 1 00 each 160,000 C ordinary shares of GBP 1 00 each 1,440,000 C preference shares of GBP 1 00 each
Fitness First Holdings Limited	Fleets Lane Limited 04698755	10 ordinary shares of GBP 1 00 each 200 A ordinary shares of GBP 0 01 each 11,664,587 10% cumulative B preference shares of GBP 1 00 each
Fleets Lane Limited	Moray Limited 04698751	10 ordinary shares of GBP 1 00 each 46,221,216 A ordinary shares of GBP 0 01 each
Moray Limited	Fitness First Limited 03075946	115,761,610 ordinary shares of GBP 0 125 each
Fitness First Limited	Fitness First Overseas Holdings Ltd 04914000 Fitness First Clubs Limited 03207791	11 ordinary shares of GBP 1 00 each 2 ordinary shares of GBP 1 00 each

**Part 2
Other Securities**

None at the date of this Deed

SCHEDULE 5
INTELLECTUAL PROPERTY

Part A – Trade Marks

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	Fitness First 2004 logo	Algeria			Pending
Fitness First Limited	Fitness First 2004 logo	Argentina	2365913	07-May-10	Registered
Fitness First Limited	Fitness First 2004 logo	Argentina	2365914	07-May-10	Registered
First Degree Fitness	Fluid Technology	Australia	1140950	16-Oct-06	Registered
Fitness First Australia Pty Limited	01 01	Australia	1221890	29-Jan-08	Registered
Fitness First Australia Pty Limited	BASICS FIRST	Australia	1291649	25-Mar-09	Registered
Fitness First Australia Pty Limited	BITCH BOX	Australia	1059533	09-Jun-05	Registered
Fitness First Australia Pty Limited	CORE FIRST	Australia	1134546	08-Sep-06	Registered
Fitness First Australia Pty Limited	FFIT	Australia	1223468	07-Feb-08	Registered
Fitness First Australia Pty Limited	FLOW YOGA	Australia			Pending

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Australia Pty Limited	GET ACTIVE MELBOURNE , GET ACTIVE BRISBANE , GET ACTIVE PERTH , GET ACTIVE SYDNEY	Australia	1036671	05-Jan-05	Registered
Fitness First Australia Pty Limited	GET ACTIVE MELBOURNE , GET ACTIVE BRISBANE , GET ACTIVE PERTH , GET ACTIVE SYDNEY	Australia	1036672	05-Jan-05	Registered
Fitness First Australia Pty Limited	GI Junior	Australia	970960	18-Sep-03	Registered
Fitness First Australia Pty Limited	RESULTS FIRST	Australia	1291650	25-Mar-09	Registered
Fitness First Australia Pty Limited	RESULTS FIRST PLUS	Australia	1291652	25-Mar-09	Registered
Fitness First Australia Pty Limited	SILVER SNEAKERS	Australia	1114492	18-May-06	Registered
Fitness First Australia Pty Limited	SILVER STARS	Australia	1124820	19-Jul-06	Registered
Fitness First Australia Pty Limited	STUFF	Australia	1177221	17-May-07	Registered
Fitness First Limited	A STRONG MIND STARTS WITH A FIT BODY logo	Australia	1295067	17-Apr-09	Registered
Fitness First Limited	F Fitness First Device	Australia			Pending
Fitness First Limited	FITNESS FIRST	Australia	1038647	21-Jan-05	Registered
Fitness First Limited	FITNESS FIRST - The Edge	Australia	1059535	09-Jun-05	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO.	REG. DATE	STATUS
Fitness First Limited	Fitness First 2004 logo	Australia	854041	21-Jan-05	Registered
Fitness First Limited	FITNESS FIRST ATHLETICA	Australia			Pending
Fitness First Limited	FITNESS FIRST BOOT CAMP	Australia	1162829	21-Feb-07	Registered
Fitness First Limited	FITNESS FIRST Flow Yoga	Australia	1442130	11-Aug-11	Registered
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Australia	1295069	17-Apr-09	Registered
Fitness First Limited	FITNESS FIRST FUEL	Australia	1163261	23-Feb-07	Registered
Fitness First Limited	FITNESS FIRST logo	Australia	854324	20-Oct-00	Registered
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	Australia	1052864	27-Jul-10	Registered
Fitness First Limited	Fitness First LOSE IT' and device mark	Australia	1413881	11-Mar-11	Registered
Fitness First Limited	FITNESS FIRST ONE ON ONE	Australia	1114234	17-May-06	Registered
Fitness First Limited	FITNESS FIRST ONLINE YOUR PERSONALISED TRAINING BUDDY	Australia	1375034	28-Jul-10	Registered
Fitness First Limited	FITNESS FIRST THE ZONE	Australia			Pending
Fitness First Limited	FITNESSFIRST	Australia	1069102	21-Jan-05	Registered
Fitness First Limited	FITNESSFIRST TO BE FAMOUS FOR MAKING THE WORLD A FITTER PLACE	Australia	1390931	27-Jul-10	Registered
Fitness First Limited	PILATES FITNESS FIRST	Australia	1124819	19-Jul-06	Registered
Fitness First Limited	PLANET FIRST	Australia	1197579	17-Jul-07	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	PLANET FIRST words	Australia	932263	17-Jul-07	Registered
Fitness First Limited	PT logo	Australia	1283331	02-Feb-09	Registered
Fitness First Limited	PT PERSONAL TRAINING BY FITNESS FIRST	Australia	1487262	24-Apr-12	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Australia	1295068	17-Apr-09	Registered
Fitness First Limited	F Fitness First Device	Bahrain			Pending
Fitness First Limited	Fitness First 2004 logo	Bahrain	43269	11-Jan-05	Registered
Fitness First Limited	Fitness First 2004 logo	Bahrain	43270	11-Jan-05	Registered
Fitness First Limited	Fitness First 2004 logo	Bangladesh			Pending
Fitness First Limited	Fitness First 2004 logo	Bangladesh			Pending
Fitness First Limited	Fitness First 2004 logo	Brazil	830355391	27-Jul-09	Registered
Fitness First Limited	Fitness First 2004 logo	Brazil	830355405	26-Dec-12	Registered
Fitness First Limited	Fitness First 2004 logo	Chile	878 175	09-Mar-10	Registered
Fitness First Limited	Fitness First 2004 logo	Chile	909 027	31-Jan-11	Registered
Fitness First Limited	F Fitness First Device	China			Pending
Fitness First Limited	Fitness First 2004 logo	China	854041	21-Jan-05	Registered
Fitness First Limited	FITNESS FIRST logo	China	1640267	28-Sep-01	Registered
Fitness First Limited	FITNESS FIRST logo	China	2018096	21-Jan-05	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	PLANET FIRST words	China	932263	17-Jul-07	Registered
Fitness First Limited	Fitness First 2004 logo	Colombia	481279	21-Nov-13	Registered
Fitness First Limited	Fitness First 2004 logo	Costa Rica	206043	14-Jan-11	Registered
Fitness First Germany GmbH	FITNESS COMPANY	CTM	5438486	28-Oct-07	Registered
Fitness First Germany GmbH	FITNESS COMPANY	CTM	5438841	07-Nov-07	Registered
Fitness First Limited	Klick fitness'' logo	CTM	9994724	27-Oct-11	Registered
Fitness First Limited	1 1 logo	CTM	6610612	05-Jun-09	Registered
Fitness First Limited	A STRONG MIND STARTS WITH A FIT BODY logo	CTM	8179137	09-Dec-09	Registered
Fitness First Limited	BODYFIRST logo	CTM	7584477	06-Sep-09	Registered
Fitness First Limited	BOOT CAMP and device	CTM	8153751	11-Dec-09	Registered
Fitness First Limited	Customfit	CTM			Pending
Fitness First Limited	CYCLE OF SERVICE and device	CTM	8153793	23-Dec-09	Registered
Fitness First Limited	F Fitness First Device	CTM	11772894	02-Oct-13	Registered
Fitness First Limited	FF SPORT device	CTM	2298263	27-Feb-03	Registered
Fitness First Limited	FITNESS FIRST	CTM	1159407	23-Jan-13	Pending
Fitness First Limited	FITNESS FIRST - FOR EVERY BODY logo	CTM	8179228	11-Dec-09	Registered
Fitness First Limited	Fitness First 2004 logo	CTM	8179095	21-Jan-10	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	Fitness First 2004 logo	CTM	854041	14-Mar-06	Registered
Fitness First Limited	FITNESS FIRST logo	CTM	898734	15-Dec-99	Registered
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	CTM	8153785	10-Dec-09	Registered
Fitness First Limited	Fitness First LOSE IT! and device mark	CTM	9801747	23-Aug-11	Registered
Fitness First Limited	FITNESS FIRST NEW YOU device	CTM	7500788	29-Jul-09	Registered
Fitness First Limited	LOSE BIG PROGRAMME words	CTM	9181298	30-Nov-10	Registered
Fitness First Limited	PLANET FIRST words	CTM	932263	17-Jul-07	Registered
Fitness First Limited	PT logo	CTM	7562374	02-Sep-09	Registered
Fitness First Limited	STAR GUEST and device	CTM	8153661	01-Feb-10	Registered
Fitness First Limited	SUN FIRST words	CTM	6309009	23-Oct-08	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	CTM	8179178	01-Jan-10	Registered
Fitness First Limited	Fitness First 2004 logo	Egypt	170010	11-Dec-07	Registered
Fitness First Limited	Fitness First 2004 logo	Egypt	170011	22-May-07	Registered
Fitness First Limited	BODYFIRST logo	Hong Kong	301282563	06-Feb-09	Registered
Fitness First Limited	F Fitness First Device	Hong Kong			Pending
Fitness First Limited	FITNESS FIRST A STRONG MIND STARTS WITH A FIT BODY logo	Hong Kong	301350053	25-May-09	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Hong Kong	301332909	28-Apr-09	Registered
Fitness First Limited	FITNESS FIRST logo	Hong Kong	2002B0091 5AA	04-Aug-00	Registered
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	Hong Kong	301676133	29-Jul-10	Registered
Fitness First Limited	Fitness First LOSE IT' and device mark	Hong Kong	301856629	11-Mar-11	Registered
Fitness First Limited	FITNESS FIRST NEW YOU device	Hong Kong	301268073	06-Jan-09	Registered
Fitness First Limited	FITNESS FIRST THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Hong Kong	301350062	25-May-09	Registered
Fitness First Limited	FITNESS FIRST/Fitness First/Fitness First 2004 logo (series of 3)	Hong Kong	300288856	20-Sep-04	Registered
Fitness First Limited	PLANET FIRST words	Hong Kong	300909847	11-Jul-07	Registered
Fitness First Limited	PT logo	Hong Kong	301279701	02-Feb-09	Registered
Fitness First Limited	A STRONG MIND STARTS WITH A FIT BODY logo	India	1809508	06-Mar-12	Registered
Fitness First Limited	BODYFIRST logo	India			Pending
Fitness First Limited	F Fitness First Device	India			Pending
Fitness First Limited	Fitness First 2004 logo	India	1303735	24-Sep-07	Registered
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	India	1809509	05-Mar-12	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	India			Pending
Fitness First Limited	FITNESS FIRST NEW YOU device	India			Pending
Fitness First Limited	PLANET FIRST words	India	1578442	28-Mar-09	Registered
Fitness First Limited	PT logo	India			Pending
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	India	1809507	17-Jun-11	Registered
Fitness First Limited	A STRONG MIND STARTS WITH A FIT BODY logo	Indonesia	IDM000282102	23-Nov-10	Registered
Fitness First Limited	BODYFIRST logo	Indonesia	IDM000273021	04-Oct-10	Registered
Fitness First Limited	BODYFIRST logo	Indonesia	IDM000283906	13-Dec-10	Registered
Fitness First Limited	F Fitness First Device	Indonesia			Pending
Fitness First Limited	Fitness First 2004 logo	Indonesia	IDM000199853	31-Mar-09	Registered
Fitness First Limited	Fitness First 2004 logo	Indonesia	IDM000230512	21-Dec-09	Registered
Fitness First Limited	FITNESS FIRST and FF Device	Indonesia	IDM000034593	06-Apr-05	Registered
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Indonesia	IDM000282103	23-Nov-10	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	Indonesia	IDM000336102	15-Nov-11	Registered
Fitness First Limited	Fitness First LOSE IT! and device mark	Indonesia	IDM000370097	08-Apr-11	Registered
Fitness First Limited	FITNESS FIRST NEW YOU device	Indonesia	IDM000281400	23-Nov-10	Registered
Fitness First Limited	PLANET FIRST words	Indonesia	IDM000193682	17-Feb-09	Registered
Fitness First Limited	PT logo	Indonesia	IDM000273020	04-Oct-10	Registered
Fitness First Limited	PT logo	Indonesia	IDM000283905	13-Dec-10	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Indonesia	IDM000282104	23-Nov-10	Registered
Fitness First Limited	Fitness First 2004 logo	Iran	854041		Pending
Fitness First Limited	Fitness First 2004 logo	Iraq			Pending
Fitness First Limited	Fitness First 2004 logo	Japan	854041	21-Jan-05	Registered
Fitness First Limited	FITNESS FIRST logo	Japan	4532884	28-Dec-01	Registered
Fitness First Limited	FF SPORTS logo (series of 8)	Jersey	8294	31-Jul-02	Registered
Fitness First Limited	FITNESS FIRST FITNESSFIRST words/stylised word (series of 3)	Jersey	8293	31-Jul-02	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	F Fitness First Device	Jordan			Pending
Fitness First Limited	F Fitness First Device	Jordan			Pending
Fitness First Limited	F Fitness First Device	Jordan			Pending
Fitness First Limited	F Fitness First Device	Jordan			Pending
Fitness First Limited	F Fitness First Device	Jordan			Pending
Fitness First Limited	F Fitness First Device	Jordan			Pending
Fitness First Limited	F Fitness First Device	Jordan			Pending
Fitness First Limited	Fitness First 2004 logo	Jordan	78974	27-Feb-05	Registered
Fitness First Limited	Fitness First 2004 logo	Jordan	78975	27-Feb-05	Registered
Fitness First Limited	F Fitness First Device	Kuwait			Pending
Fitness First Limited	F Fitness First Device	Kuwait			Pending
Fitness First Limited	F Fitness First Device	Kuwait			Pending
Fitness First Limited	F Fitness First Device	Kuwait			Pending
Fitness First Limited	F Fitness First Device	Kuwait			Pending
Fitness First Limited	F Fitness First Device	Kuwait			Pending
Fitness First Limited	F Fitness First Device	Kuwait			Pending
Fitness First Limited	Fitness First 2004 logo	Kuwait	59632	06-Oct-04	Registered
Fitness First Limited	Fitness First 2004 logo	Kuwait	59633	06-Oct-04	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO.	REG. DATE	STATUS
Fitness First Limited	Fitness First 2004 logo	Lebanon	100339	04-Dec-04	Registered
Fitness First Limited	Fitness First 2004 logo	Libya			Registered
Fitness First Limited	Fitness First 2004 logo	Libya			Registered
Fitness First Limited	A STRONG MIND STARTS WITH A FIT BODY logo	Malaysia	9006731	24-Apr-09	Registered
Fitness First Limited	F Fitness First Device	Malaysia			Pending
Fitness First Limited	F Fitness First Device	Malaysia			Pending
Fitness First Limited	F Fitness First Device	Malaysia			Pending
Fitness First Limited	F Fitness First Device	Malaysia			Pending
Fitness First Limited	F Fitness First Device	Malaysia			Pending
Fitness First Limited	F Fitness First Device	Malaysia			Pending
Fitness First Limited	F Fitness First Device	Malaysia			Pending
Fitness First Limited	Fitness First 2004 logo	Malaysia	15184	27-Oct-00	Registered
Fitness First Limited	Fitness First 2004 logo	Malaysia	15185	27-Oct-00	Registered
Fitness First Limited	Fitness First A STRONG MIND STARTS WITH A FIT BODY logo	Malaysia	9006732	24-Apr-09	Registered
Fitness First Limited	Fitness First A STRONG MIND STARTS WITH A FIT BODY logo	Malaysia	9006733	24-Apr-09	Registered
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Malaysia	9006734	24-Apr-09	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Malaysia	9006735	24-Apr-09	Registered
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Malaysia	9006736	24-Apr-09	Registered
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	Malaysia	2010014446	05-Aug-10	Registered
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	Malaysia	2010014447	05-Aug-10	Registered
Fitness First Limited	Fitness First LOSE IT' and device mark	Malaysia	2011005604	28-Mar-11	Registered
Fitness First Limited	Fitness First LOSE IT' and device mark	Malaysia	2011005605	28-Mar-11	Registered
Fitness First Limited	FITNESS FIRST NEW YOU device	Malaysia	9000252	08-Jan-09	Registered
Fitness First Limited	PLANET FIRST words	Malaysia	7013294	11-Jul-07	Registered
Fitness First Limited	PLANET FIRST words	Malaysia	7013295	11-Jul-07	Registered
Fitness First Limited	PT logo	Malaysia	9001544	04-Feb-09	Registered
Fitness First Limited	PT logo	Malaysia	9001546	04-Feb-09	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Malaysia	9006737	24-Apr-09	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Malaysia	9006738	24-Apr-09	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Malaysia	9006739	24-Apr-09	Registered
Fitness First Limited	Fitness First 2004 logo	Mexico	1163334	10-Jun-10	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	Fitness First 2004 logo	Mexico	1204682	28-Feb-11	Registered
Fitness First Limited	Fitness First 2004 logo	Morocco	94291	28-Oct-04	Registered
Fitness First Limited	Fitness First 2004 logo	New Zealand	718742	20-Sep-04	Registered
Fitness First Limited	Fitness First 2004 logo	New Zealand	718743	20-Sep-04	Registered
Fitness First Limited	Fitness First 2004 logo	New Zealand	785497	07-Mar-08	Registered
Fitness First Limited	FITNESS FIRST logo	New Zealand	625744	12-Mar-02	Registered
Fitness First Limited	Fitness First 2004 logo	Norway	854041		Pending
Fitness First Limited	Fitness First 2004 logo	Oman	34629	24-Dec-05	Registered
Fitness First Limited	Fitness First 2004 logo	Oman	34630	24-Dec-05	Registered
Fitness First Limited	Fitness First 2004 logo	Pakistan			Pending
Fitness First Limited	Fitness First 2004 logo	Pakistan			Pending
Fitness First Limited	Fitness First 2004 logo	Peru	7079	05-Nov-13	Registered
Fitness First Limited	A STRONG MIND STARTS WITH A FIT BODY logo	Philippines	4-2009- 003821	04-Mar-10	Registered
Fitness First Limited	BODYFIRST logo	Philippines	4-2009- 001271	25-Jun-09	Registered
Fitness First Limited	F Fitness First Device	Philippines			Pending
Fitness First Limited	Fitness First 2004 logo	Philippines	4-2004- 008695	11-Dec-06	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO.	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Philippines	4-2009-003822	25-Feb-10	Registered
Fitness First Limited	Fitness First LOSE IT' and device mark	Philippines	4-2001-002747	22-Mar-12	Registered
Fitness First Limited	FITNESS FIRST NEW YOU device	Philippines	4-2009-000129	25-May-09	Registered
Fitness First Limited	PLANET FIRST words	Philippines	4-2007-07386	11-Mar-10	Registered
Fitness First Limited	PT logo	Philippines	4-2009-001088	27-May-10	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Philippines	4-2009-003820	24-Dec-09	Registered
Fitness First Limited	F Fitness First Device	Qatar			Pending
Fitness First Limited	F Fitness First Device	Qatar			Pending
Fitness First Limited	F Fitness First Device	Qatar			Pending
Fitness First Limited	F Fitness First Device	Qatar			Pending
Fitness First Limited	F Fitness First Device	Qatar			Pending
Fitness First Limited	F Fitness First Device	Qatar			Pending
Fitness First Limited	Fitness First 2004 logo	Qatar	33858	12-Aug-07	Registered
Fitness First Limited	Fitness First 2004 logo	Qatar	33859	12-Aug-07	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	F Fitness First Device	Republic of Korea (South)			Pending
Fitness First Limited	Fitness First 2004 logo	Republic of Korea (South)	854041		Refused
Fitness First Limited	Fitness First 2004 logo	Russian Federation	854041	28-Apr-06	Registered
Fitness First Limited	PLANET FIRST words	Russian Federation	932263	17-Jul-07	Registered
Fitness First Limited	F Fitness First Device	Saudi Arabia			Pending
Fitness First Limited	F Fitness First Device	Saudi Arabia			Pending
Fitness First Limited	F Fitness First Device	Saudi Arabia			Pending
Fitness First Limited	F Fitness First Device	Saudi Arabia			Pending
Fitness First Limited	F Fitness First Device	Saudi Arabia			Pending
Fitness First Limited	F Fitness First Device	Saudi Arabia			Pending
Fitness First Limited	F Fitness First Device	Saudi Arabia			Pending
Fitness First Limited	Fitness First 2004 logo	Saudi Arabia	817/89	28-Dec-05	Registered
Fitness First Limited	Fitness First 2004 logo	Saudi Arabia	817/90	28-Dec-05	Registered
Fitness First Limited	BODYFIRST logo	Singapore	T0901277D	06-Feb-09	Registered
Fitness First Limited	F Fitness First Device	Singapore			Pending
Fitness First Limited	Fitness First 2004 logo	Singapore	854041	21-Jan-05	Registered
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Singapore	T09042811	17-Apr-09	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST logo	Singapore	T00/13277 G	28-Jul-00	Registered
Fitness First Limited	FITNESS FIRST logo	Singapore	T00/13278E	28-Jul-02	Registered
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	Singapore	1052864	27-Jul-10	Registered
Fitness First Limited	Fitness First LOSE IT! and device mark	Singapore	T1103077F	11-Mar-11	Registered
Fitness First Limited	FITNESS FIRST NEW YOU device	Singapore	T0900390B	09-Jan-09	Registered
Fitness First Limited	PLANET FIRST words	Singapore	932263	17-Jul-07	Registered
Fitness First Limited	PT logo	Singapore	T0901655I	18-Feb-09	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Singapore	T0904283E	17-Apr-09	Registered
Fitness First Limited	Fitness First 2004 logo	South Africa	2011/27032	25-Oct-13	Registered
Fitness First Limited	Fitness First 2004 logo	South Africa	2011/27033	25-Oct-13	Registered
Fitness First Limited	Fitness First 2004 logo	Sri Lanka			Pending
Fitness First Limited	Fitness First 2004 logo	Sri Lanka			Pending
Fitness First Limited	Fitness First 2004 logo	Sudan	854041	22-Oct-10	Registered
Fitness First Germany GmbH	FITNESS COMPANY	Switzerland	888860	10-May-06	Refused
Fitness First Germany GmbH	FITNESS COMPANY	Switzerland	904190	10-May-06	Registered
Fitness First Limited	F Fitness First Device	Switzerland			Pending

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	Fitness First 2004 logo	Switzerland	854041		Pending
Fitness First Limited	Fitness First 2004 logo	Syria	124444	25-Sep-12	Registered
Fitness First Limited	Fitness First 2004 logo	Syria	124433	24-Sep-12	Registered
Fitness First Limited	Fitness First 2004 logo	Taiwan	1165439	16-Jul-05	Registered
Fitness First Limited	FITNESS FIRST logo	Taiwan	985748	16-Feb-02	Registered
Fitness First Limited	FITNESS FIRST logo	Taiwan	162995	16-Apr-02	Registered
Fitness First Limited	Fitness First 2004 logo	Tangiers	33686	19-Nov-04	Registered
Fitness First Limited	F Fitness First Device	Thailand			Pending
Fitness First Limited	F Fitness First Device	Thailand			Pending
Fitness First Limited	F Fitness First Device	Thailand			Pending
Fitness First Limited	F Fitness First Device	Thailand			Pending
Fitness First Limited	F Fitness First Device	Thailand			Pending
Fitness First Limited	F Fitness First Device	Thailand			Pending
Fitness First Limited	F Fitness First Device	Thailand			Pending
Fitness First Limited	Fitness First 2004 logo	Thailand	SM29431	01-Feb-05	Registered
Fitness First Limited	Fitness First A STRONG MIND STARTS WITH A FIT BODY logo	Thailand	SM50456	09-Jun-09	Registered
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Thailand	SM50169	26-Jun-09	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	Thailand			Pending
Fitness First Limited	Fitness First LOSE IT' and device mark	Thailand	TM354807	29-Mar-11	Registered
Fitness First Limited	Fitness First LOSE IT' and device mark	Thailand			Pending
Fitness First Limited	PLANET FIRST words	Thailand	SM39908	23-Jul-07	Registered
Fitness First Limited	PT logo plus ``Fitness First`` 2004 logo	Thailand	SM50358	29-Jun-11	Registered
Fitness First Limited	Fitness First 2004 logo	Tunisia	EE042082	26-Mar-06	Registered
Fitness First Germany GmbH	FITNESS COMPANY	Turkey	888860	10-May-06	Registered
Fitness First Germany GmbH	FITNESS COMPANY	Turkey	904190	10-May-06	Registered
Fitness First Limited	F Fitness First Device	Turkey			Pending
Fitness First Limited	Fitness First 2004 logo	Turkey	2008/61308	23-Oct-08	Registered
Fitness First Limited	Fitness First 2004 logo	Ukraine	854041	03-Nov-11	Registered
Fitness First Limited	F Fitness First Device	United Emirates			Pending
Fitness First Limited	F Fitness First Device	United Emirates			Pending
Fitness First Limited	F Fitness First Device	United Emirates			Pending
Fitness First Limited	F Fitness First Device	United Emirates			Pending

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG NO	REG DATE	STATUS
Fitness First Limited	F Fitness First Device	United Arab Emirates			Pending
Fitness First Limited	F Fitness First Device	United Arab Emirates			Pending
Fitness First Limited	F Fitness First Device	United Arab Emirates			Pending
Fitness First Limited	Fitness First 2004 logo	United Arab Emirates	54906	27-Aug-05	Registered
Fitness First Limited	Fitness First 2004 logo	United Arab Emirates	54905	27-Aug-05	Registered
Fitness First Limited	PLANET FIRST words	United Arab Emirates	95062	24-May-09	Registered
Fitness First Limited	PLANET FIRST words	United Arab Emirates	100393	09-Mar-10	Registered
Fitness First Clubs Limited	KAIZEN word	United Kingdom	2380424	15-Dec-04	Registered
Fitness First Clubs Limited	Talent Cast (words in upper and lower case)	United Kingdom	2491154	26-Jun-08	Registered
Fitness First Clubs Ltd	TalentWave	United Kingdom	2570501	01-Dec-10	Registered
Fitness First for Women Limited	SEXY WEIGHT words	United Kingdom	2396826	13-Jul-05	Registered
Fitness First Limited	1 1 numerals	United Kingdom	2502722	18-Nov-08	Registered
Fitness First Limited	FF SPORTS logo (series of 8)	United Kingdom	2247274	02-Oct-00	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST FITNESSFIRST words/stylised word (series of 3)	United Kingdom	2111128	26-Sep-96	Registered
Fitness First Limited	Fitness First 2004 logo	United Kingdom	2370518	12-Aug-04	Registered
Fitness First Limited	FITNESS FIRST 2004 logo and THE FIRST CARD words	United Kingdom	2405393	01-Nov-05	Registered
Fitness First Limited	FITNESS FIRST BODY CARE logo (series of 2)	United Kingdom	2376773	28-Oct-04	Registered
Fitness First Limited	Fitness First Essentials logo (series of 2)	United Kingdom	2418698	31-Mar-06	Registered
Fitness First Limited	FITNESS FIRST FOR WOMEN logo	United Kingdom	2364559	28-May-04	Registered
Fitness First Limited	GYM'LL FIX IT words	United Kingdom	2352116	22-Dec-03	Allowed to Lapse
Fitness First Limited	PLANET FIRST words	United Kingdom	2457054	31-May-07	Registered
Fitness First Limited	Fitness First 2004 logo	Venezuela	S046256	03-Jun-10	Registered
Fitness First Limited	Fitness First 2004 logo	Venezuela	P304541	03-Jun-10	Registered
Fitness First Limited	Fitness First 2004 logo	Vietnam	854041	21-Jan-05	Pending
Fitness First Germany GmbH	FITNESS COMPANY	WIPO	888860	10-May-06	Registered
Fitness First Germany GmbH	FITNESS COMPANY	WIPO	904190	10-May-06	Registered
Fitness First Limited	F Fitness First Device	WIPO			Pending
Fitness First Limited	FITNESS FIRST	WIPO	1159407	23-Jan-13	Registered
Fitness First Limited	Fitness First 2004 logo	WIPO	854041	21-Jan-05	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO.	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	WIPO	1052864	27-Jul-10	Registered
Fitness First Limited	PLANET FIRST words	WIPO	932263	17-Jul-07	Registered
Fitness First Limited	Fitness First 2004 logo	Yemen	41034	09-May-11	Registered
Fitness First Limited	Fitness First 2004 logo	Yemen	41035	09-May-11	Registered
Fitness First Limited	Fitness First 2004 logo	Algeria			Pending
Fitness First Limited	Fitness First 2004 logo	Argentina	2365913	07-May-10	Registered
Fitness First Limited	Fitness First 2004 logo	Argentina	2365914	07-May-10	Registered
First Degree Fitness	Fluid Technology	Australia	1140950	16-Oct-06	Registered
Fitness First Australia Pty Limited	01 01	Australia	1221890	29-Jan-08	Registered
Fitness First Australia Pty Limited	BASICS FIRST	Australia	1291649	25-Mar-09	Registered
Fitness First Australia Pty Limited	BITCH BOX	Australia	1059533	09-Jun-05	Registered
Fitness First Australia Pty Limited	CORE FIRST	Australia	1134546	08-Sep-06	Registered
Fitness First Australia Pty Limited	FFIT	Australia	1223468	07-Feb-08	Registered
Fitness First Australia Pty Limited	FLOW YOGA	Australia			Pending

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO.	REG. DATE	STATUS
Fitness First Australia Pty Limited	GET ACTIVE MELBOURNE, GET ACTIVE BRISBANE, GET ACTIVE PERTH, GET ACTIVE SYDNEY	Australia	1036671	05-Jan-05	Registered
Fitness First Australia Pty Limited	GET ACTIVE MELBOURNE, GET ACTIVE BRISBANE, GET ACTIVE PERTH, GET ACTIVE SYDNEY	Australia	1036672	05-Jan-05	Registered
Fitness First Australia Pty Limited	GI Junior	Australia	970960	18-Sep-03	Registered
Fitness First Australia Pty Limited	RESULTS FIRST	Australia	1291650	25-Mar-09	Registered
Fitness First Australia Pty Limited	RESULTS FIRST PLUS	Australia	1291652	25-Mar-09	Registered
Fitness First Australia Pty Limited	SILVER SNEAKERS	Australia	1114492	18-May-06	Registered
Fitness First Australia Pty Limited	SILVER STARS	Australia	1124820	19-Jul-06	Registered
Fitness First Australia Pty Limited	STUFF	Australia	1177221	17-May-07	Registered
Fitness First Limited	A STRONG MIND STARTS WITH A FIT BODY logo	Australia	1295067	17-Apr-09	Registered
Fitness First Limited	F Fitness First Device	Australia			Pending
Fitness First Limited	FITNESS FIRST	Australia	1038647	21-Jan-05	Registered
Fitness First Limited	FITNESS FIRST - The Edge	Australia	1059535	09-Jun-05	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	Fitness First 2004 logo	Australia	854041	21-Jan-05	Registered
Fitness First Limited	FITNESS FIRST ATHLETICA	Australia			Pending
Fitness First Limited	FITNESS FIRST BOOT CAMP	Australia	1162829	21-Feb-07	Registered
Fitness First Limited	FITNESS FIRST Flow Yoga	Australia	1442130	11-Aug-11	Registered
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Australia	1295069	17-Apr-09	Registered
Fitness First Limited	FITNESS FIRST FUEL	Australia	1163261	23-Feb-07	Registered
Fitness First Limited	FITNESS FIRST logo	Australia	854324	20-Oct-00	Registered
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	Australia	1052864	27-Jul-10	Registered
Fitness First Limited	Fitness First LOSE IT' and device mark	Australia	1413881	11-Mar-11	Registered
Fitness First Limited	FITNESS FIRST ONE ON ONE	Australia	1114234	17-May-06	Registered
Fitness First Limited	FITNESS FIRST ONLINE YOUR PERSONALISED TRAINING BUDDY	Australia	1375034	28-Jul-10	Registered
Fitness First Limited	FITNESS FIRST THE ZONE	Australia			Pending
Fitness First Limited	FITNESSFIRST	Australia	1069102	21-Jan-05	Registered
Fitness First Limited	FITNESSFIRST TO BE FAMOUS FOR MAKING THE WORLD A FITTER PLACE	Australia	1390931	27-Jul-10	Registered
Fitness First Limited	PILATES FITNESS FIRST	Australia	1124819	19-Jul-06	Registered
Fitness First Limited	PLANET FIRST	Australia	1197579	17-Jul-07	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	PLANET FIRST words	Australia	932263	17-Jul-07	Registered
Fitness First Limited	PT logo	Australia	1283331	02-Feb-09	Registered
Fitness First Limited	PT PERSONAL TRAINING BY FITNESS FIRST	Australia	1487262	24-Apr-12	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Australia	1295068	17-Apr-09	Registered
Fitness First Limited	F Fitness First Device	Bahrain			Pending
Fitness First Limited	Fitness First 2004 logo	Bahrain	43269	11-Jan-05	Registered
Fitness First Limited	Fitness First 2004 logo	Bahrain	43270	11-Jan-05	Registered
Fitness First Limited	Fitness First 2004 logo	Bangladesh			Pending
Fitness First Limited	Fitness First 2004 logo	Bangladesh			Pending
Fitness First Limited	Fitness First 2004 logo	Brazil	830355391	27-Jul-09	Registered
Fitness First Limited	Fitness First 2004 logo	Brazil	830355405	26-Dec-12	Registered
Fitness First Limited	Fitness First 2004 logo	Chile	878 175	09-Mar-10	Registered
Fitness First Limited	Fitness First 2004 logo	Chile	909 027	31-Jan-11	Registered
Fitness First Limited	F Fitness First Device	China			Pending
Fitness First Limited	Fitness First 2004 logo	China	854041	21-Jan-05	Registered
Fitness First Limited	FITNESS FIRST logo	China	1640267	28-Sep-01	Registered
Fitness First Limited	FITNESS FIRST logo	China	2018096	21-Jan-05	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	PLANET FIRST words	China	932263	17-Jul-07	Registered
Fitness First Limited	Fitness First 2004 logo	Colombia	481279	21-Nov-13	Registered
Fitness First Limited	Fitness First 2004 logo	Costa Rica	206043	14-Jan-11	Registered
Fitness First Germany GmbH	FITNESS COMPANY	CTM	5438486	28-Oct-07	Registered
Fitness First Germany GmbH	FITNESS COMPANY	CTM	5438841	07-Nov-07	Registered
Fitness First Limited	'Klick fitness' logo	CTM	9994724	27-Oct-11	Registered
Fitness First Limited	1 1 logo	CTM	6610612	05-Jun-09	Registered
Fitness First Limited	A STRONG MIND STARTS WITH A FIT BODY logo	CTM	8179137	09-Dec-09	Registered
Fitness First Limited	BODYFIRST logo	CTM	7584477	06-Sep-09	Registered
Fitness First Limited	BOOT CAMP and device	CTM	8153751	11-Dec-09	Registered
Fitness First Limited	Customfit	CTM			Pending
Fitness First Limited	CYCLE OF SERVICE and device	CTM	8153793	23-Dec-09	Registered
Fitness First Limited	F Fitness First Device	CTM	11772894	02-Oct-13	Registered
Fitness First Limited	FF SPORT device	CTM	2298263	27-Feb-03	Registered
Fitness First Limited	FITNESS FIRST	CTM	1159407	23-Jan-13	Pending
Fitness First Limited	FITNESS FIRST - FOR EVERY BODY logo	CTM	8179228	11-Dec-09	Registered
Fitness First Limited	Fitness First 2004 logo	CTM	8179095	21-Jan-10	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG NO	REG DATE	STATUS
Fitness First Limited	Fitness First 2004 logo	CTM	854041	14-Mar-06	Registered
Fitness First Limited	FITNESS FIRST logo	CTM	898734	15-Dec-99	Registered
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	CTM	8153785	10-Dec-09	Registered
Fitness First Limited	Fitness First LOSE IT' and device mark	CTM	9801747	23-Aug-11	Registered
Fitness First Limited	FITNESS FIRST NEW YOU device	CTM	7500788	29-Jul-09	Registered
Fitness First Limited	LOSE BIG PROGRAMME words	CTM	9181298	30-Nov-10	Registered
Fitness First Limited	PLANET FIRST words	CTM	932263	17-Jul-07	Registered
Fitness First Limited	PT logo	CTM	7562374	02-Sep-09	Registered
Fitness First Limited	STAR GUEST and device	CTM	8153661	01-Feb-10	Registered
Fitness First Limited	SUN FIRST words	CTM	6309009	23-Oct-08	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	CTM	8179178	01-Jan-10	Registered
Fitness First Limited	Fitness First 2004 logo	Egypt	170010	11-Dec-07	Registered
Fitness First Limited	Fitness First 2004 logo	Egypt	170011	22-May-07	Registered
Fitness First Limited	BODYFIRST logo	Hong Kong	301282563	06-Feb-09	Registered
Fitness First Limited	F Fitness First Device	Hong Kong			Pending
Fitness First Limited	FITNESS FIRST A STRONG MIND STARTS WITH A FIT BODY logo	Hong Kong	301350053	25-May-09	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Hong Kong	301332909	28-Apr-09	Registered
Fitness First Limited	FITNESS FIRST logo	Hong Kong	2002B0091 5AA	04-Aug-00	Registered
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	Hong Kong	301676133	29-Jul-10	Registered
Fitness First Limited	Fitness First LOSE IT' and device mark	Hong Kong	301856629	11-Mar-11	Registered
Fitness First Limited	FITNESS FIRST NEW YOU device	Hong Kong	301268073	06-Jan-09	Registered
Fitness First Limited	FITNESS FIRST THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Hong Kong	301350062	25-May-09	Registered
Fitness First Limited	FITNESS FIRST/Fitness First/Fitness First 2004 logo (series of 3)	Hong Kong	300288856	20-Sep-04	Registered
Fitness First Limited	PLANET FIRST words	Hong Kong	300909847	11-Jul-07	Registered
Fitness First Limited	PT logo	Hong Kong	301279701	02-Feb-09	Registered
Fitness First Limited	A STRONG MIND STARTS WITH A FIT BODY logo	India	1809508	06-Mar-12	Registered
Fitness First Limited	BODYFIRST logo	India			Pending
Fitness First Limited	F Fitness First Device	India			Pending
Fitness First Limited	Fitness First 2004 logo	India	1303735	24-Sep-07	Registered
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	India	1809509	05-Mar-12	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	India			Pending
Fitness First Limited	FITNESS FIRST NEW YOU device	India			Pending
Fitness First Limited	PLANET FIRST words	India	1578442	28-Mar-09	Registered
Fitness First Limited	PT logo	India			Pending
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	India	1809507	17-Jun-11	Registered
Fitness First Limited	A STRONG MIND STARTS WITH A FIT BODY logo	Indonesia	IDM000282102	23-Nov-10	Registered
Fitness First Limited	BODYFIRST logo	Indonesia	IDM000273021	04-Oct-10	Registered
Fitness First Limited	BODYFIRST logo	Indonesia	IDM000283906	13-Dec-10	Registered
Fitness First Limited	F Fitness First Device	Indonesia			Pending
Fitness First Limited	Fitness First 2004 logo	Indonesia	IDM000199853	31-Mar-09	Registered
Fitness First Limited	Fitness First 2004 logo	Indonesia	IDM000230512	21-Dec-09	Registered
Fitness First Limited	FITNESS FIRST and FF Device	Indonesia	IDM000034593	06-Apr-05	Registered
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Indonesia	IDM000282103	23-Nov-10	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	Indonesia	IDM000336 102	15-Nov-11	Registered
Fitness First Limited	Fitness First LOSE IT' and device mark	Indonesia	IDM000370 097	08-Apr-11	Registered
Fitness First Limited	FITNESS FIRST NEW YOU device	Indonesia	IDM000281 400	23-Nov-10	Registered
Fitness First Limited	PLANET FIRST words	Indonesia	IDM000193 682	17-Feb-09	Registered
Fitness First Limited	PT logo	Indonesia	IDM000273 020	04-Oct-10	Registered
Fitness First Limited	PT logo	Indonesia	IDM000283 905	13-Dec-10	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Indonesia	IDM000282 104	23-Nov-10	Registered
Fitness First Limited	Fitness First 2004 logo	Iran	854041		Pending
Fitness First Limited	Fitness First 2004 logo	Iraq			Pending
Fitness First Limited	Fitness First 2004 logo	Japan	854041	21-Jan-05	Registered
Fitness First Limited	FITNESS FIRST logo	Japan	4532884	28-Dec-01	Registered
Fitness First Limited	FF SPORTS logo (series of 8)	Jersey	8294	31-Jul-02	Registered
Fitness First Limited	FITNESS FIRST FITNESSFIRST words/stylised word (series of 3)	Jersey	8293	31-Jul-02	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	F Fitness First Device	Jordan			Pending
Fitness First Limited	F Fitness First Device	Jordan			Pending
Fitness First Limited	F Fitness First Device	Jordan			Pending
Fitness First Limited	F Fitness First Device	Jordan			Pending
Fitness First Limited	F Fitness First Device	Jordan			Pending
Fitness First Limited	F Fitness First Device	Jordan			Pending
Fitness First Limited	F Fitness First Device	Jordan			Pending
Fitness First Limited	Fitness First 2004 logo	Jordan	78974	27-Feb-05	Registered
Fitness First Limited	Fitness First 2004 logo	Jordan	78975	27-Feb-05	Registered
Fitness First Limited	F Fitness First Device	Kuwait			Pending
Fitness First Limited	F Fitness First Device	Kuwait			Pending
Fitness First Limited	F Fitness First Device	Kuwait			Pending
Fitness First Limited	F Fitness First Device	Kuwait			Pending
Fitness First Limited	F Fitness First Device	Kuwait			Pending
Fitness First Limited	F Fitness First Device	Kuwait			Pending
Fitness First Limited	F Fitness First Device	Kuwait			Pending
Fitness First Limited	Fitness First 2004 logo	Kuwait	59632	06-Oct-04	Registered
Fitness First Limited	Fitness First 2004 logo	Kuwait	59633	06-Oct-04	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	Fitness First 2004 logo	Lebanon	100339	04-Dec-04	Registered
Fitness First Limited	Fitness First 2004 logo	Libya			Registered
Fitness First Limited	Fitness First 2004 logo	Libya			Registered
Fitness First Limited	A STRONG MIND STARTS WITH A FIT BODY logo	Malaysia	9006731	24-Apr-09	Registered
Fitness First Limited	F Fitness First Device	Malaysia			Pending
Fitness First Limited	F Fitness First Device	Malaysia			Pending
Fitness First Limited	F Fitness First Device	Malaysia			Pending
Fitness First Limited	F Fitness First Device	Malaysia			Pending
Fitness First Limited	F Fitness First Device	Malaysia			Pending
Fitness First Limited	F Fitness First Device	Malaysia			Pending
Fitness First Limited	F Fitness First Device	Malaysia			Pending
Fitness First Limited	F Fitness First Device	Malaysia			Pending
Fitness First Limited	Fitness First 2004 logo	Malaysia	15184	27-Oct-00	Registered
Fitness First Limited	Fitness First 2004 logo	Malaysia	15185	27-Oct-00	Registered
Fitness First Limited	Fitness First A STRONG MIND STARTS WITH A FIT BODY logo	Malaysia	9006732	24-Apr-09	Registered
Fitness First Limited	Fitness First A STRONG MIND STARTS WITH A FIT BODY logo	Malaysia	9006733	24-Apr-09	Registered
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Malaysia	9006734	24-Apr-09	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO.	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Malaysia	9006735	24-Apr-09	Registered
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Malaysia	9006736	24-Apr-09	Registered
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	Malaysia	2010014446	05-Aug-10	Registered
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	Malaysia	2010014447	05-Aug-10	Registered
Fitness First Limited	Fitness First LOSE IT' and device mark	Malaysia	2011005604	28-Mar-11	Registered
Fitness First Limited	Fitness First LOSE IT! and device mark	Malaysia	2011005605	28-Mar-11	Registered
Fitness First Limited	FITNESS FIRST NEW YOU device	Malaysia	9000252	08-Jan-09	Registered
Fitness First Limited	PLANET FIRST words	Malaysia	7013294	11-Jul-07	Registered
Fitness First Limited	PLANET FIRST words	Malaysia	7013295	11-Jul-07	Registered
Fitness First Limited	PT logo	Malaysia	9001544	04-Feb-09	Registered
Fitness First Limited	PT logo	Malaysia	9001546	04-Feb-09	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Malaysia	9006737	24-Apr-09	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Malaysia	9006738	24-Apr-09	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Malaysia	9006739	24-Apr-09	Registered
Fitness First Limited	Fitness First 2004 logo	Mexico	1163334	10-Jun-10	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	Fitness First 2004 logo	Mexico	1204682	28-Feb-11	Registered
Fitness First Limited	Fitness First 2004 logo	Morocco	94291	28-Oct-04	Registered
Fitness First Limited	Fitness First 2004 logo	New Zealand	718742	20-Sep-04	Registered
Fitness First Limited	Fitness First 2004 logo	New Zealand	718743	20-Sep-04	Registered
Fitness First Limited	Fitness First 2004 logo	New Zealand	785497	07-Mar-08	Registered
Fitness First Limited	FITNESS FIRST logo	New Zealand	625744	12-Mar-02	Registered
Fitness First Limited	Fitness First 2004 logo	Norway	854041		Pending
Fitness First Limited	Fitness First 2004 logo	Oman	34629	24-Dec-05	Registered
Fitness First Limited	Fitness First 2004 logo	Oman	34630	24-Dec-05	Registered
Fitness First Limited	Fitness First 2004 logo	Pakistan			Pending
Fitness First Limited	Fitness First 2004 logo	Pakistan			Pending
Fitness First Limited	Fitness First 2004 logo	Peru	7079	05-Nov-13	Registered
Fitness First Limited	A STRONG MIND STARTS WITH A FIT BODY logo	Philippines	4-2009-003821	04-Mar-10	Registered
Fitness First Limited	BODYFIRST logo	Philippines	4-2009-001271	25-Jun-09	Registered
Fitness First Limited	F Fitness First Device	Philippines			Pending
Fitness First Limited	Fitness First 2004 logo	Philippines	4-2004-008695	11-Dec-06	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO.	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Philippines	4-2009- 003822	25-Feb-10	Registered
Fitness First Limited	Fitness First LOSE IT' and device mark	Philippines	4-2001- 002747	22-Mar-12	Registered
Fitness First Limited	FITNESS FIRST NEW YOU device	Philippines	4-2009- 000129	25-May-09	Registered
Fitness First Limited	PLANET FIRST' words	Philippines	4-2007- 07386	11-Mar-10	Registered
Fitness First Limited	PT logo	Philippines	4-2009- 001088	27-May-10	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Philippines	4-2009- 003820	24-Dec-09	Registered
Fitness First Limited	F Fitness First Device	Qatar			Pending
Fitness First Limited	F Fitness First Device	Qatar			Pending
Fitness First Limited	F Fitness First Device	Qatar			Pending
Fitness First Limited	F Fitness First Device	Qatar			Pending
Fitness First Limited	F Fitness First Device	Qatar			Pending
Fitness First Limited	F Fitness First Device	Qatar			Pending
Fitness First Limited	Fitness First 2004 logo	Qatar	33858	12-Aug-07	Registered
Fitness First Limited	Fitness First 2004 logo	Qatar	33859	12-Aug-07	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	F Fitness First Device	Republic of Korea (South)			Pending
Fitness First Limited	Fitness First 2004 logo	Republic of Korea (South)	854041		Refused
Fitness First Limited	Fitness First 2004 logo	Russian Federation	854041	28-Apr-06	Registered
Fitness First Limited	PLANET FIRST words	Russian Federation	932263	17-Jul-07	Registered
Fitness First Limited	F Fitness First Device	Saudi Arabia			Pending
Fitness First Limited	F Fitness First Device	Saudi Arabia			Pending
Fitness First Limited	F Fitness First Device	Saudi Arabia			Pending
Fitness First Limited	F Fitness First Device	Saudi Arabia			Pending
Fitness First Limited	F Fitness First Device	Saudi Arabia			Pending
Fitness First Limited	F Fitness First Device	Saudi Arabia			Pending
Fitness First Limited	F Fitness First Device	Saudi Arabia			Pending
Fitness First Limited	Fitness First 2004 logo	Saudi Arabia	817/89	28-Dec-05	Registered
Fitness First Limited	Fitness First 2004 logo	Saudi Arabia	817/90	28-Dec-05	Registered
Fitness First Limited	BODYFIRST logo	Singapore	T0901277D	06-Feb-09	Registered
Fitness First Limited	F Fitness First Device	Singapore			Pending
Fitness First Limited	Fitness First 2004 logo	Singapore	854041	21-Jan-05	Registered
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Singapore	T09042811	17-Apr-09	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST logo	Singapore	T00/13277 G	28-Jul-00	Registered
Fitness First Limited	FITNESS FIRST logo	Singapore	T00/13278E	28-Jul-02	Registered
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	Singapore	1052864	27-Jul-10	Registered
Fitness First Limited	Fitness First LOSE IT! and device mark	Singapore	T1103077F	11-Mar-11	Registered
Fitness First Limited	FITNESS FIRST NEW YOU device	Singapore	T0900390B	09-Jan-09	Registered
Fitness First Limited	PLANET FIRST words	Singapore	932263	17-Jul-07	Registered
Fitness First Limited	PT logo	Singapore	T0901655I	18-Feb-09	Registered
Fitness First Limited	THE EXTRA MILE IS ALL BETWEEN YOUR EARS logo	Singapore	T0904283E	17-Apr-09	Registered
Fitness First Limited	Fitness First 2004 logo	South Africa	2011/27032	25-Oct-13	Registered
Fitness First Limited	Fitness First 2004 logo	South Africa	2011/27033	25-Oct-13	Registered
Fitness First Limited	Fitness First 2004 logo	Sri Lanka			Pending
Fitness First Limited	Fitness First 2004 logo	Sri Lanka			Pending
Fitness First Limited	Fitness First 2004 logo	Sudan	854041	22-Oct-10	Registered
Fitness First Germany GmbH	FITNESS COMPANY	Switzerland	888860	10-May-06	Refused
Fitness First Germany GmbH	FITNESS COMPANY	Switzerland	904190	10-May-06	Registered
Fitness First Limited	F Fitness First Device	Switzerland			Pending

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	Fitness First 2004 logo	Switzerland	854041		Pending
Fitness First Limited	Fitness First 2004 logo	Syria	124444	25-Sep-12	Registered
Fitness First Limited	Fitness First 2004 logo	Syria	124433	24-Sep-12	Registered
Fitness First Limited	Fitness First 2004 logo	Taiwan	1165439	16-Jul-05	Registered
Fitness First Limited	FITNESS FIRST logo	Taiwan	985748	16-Feb-02	Registered
Fitness First Limited	FITNESS FIRST logo	Taiwan	162995	16-Apr-02	Registered
Fitness First Limited	Fitness First 2004 logo	Tangiers	33686	19-Nov-04	Registered
Fitness First Limited	F Fitness First Device	Thailand			Pending
Fitness First Limited	F Fitness First Device	Thailand			Pending
Fitness First Limited	F Fitness First Device	Thailand			Pending
Fitness First Limited	F Fitness First Device	Thailand			Pending
Fitness First Limited	F Fitness First Device	Thailand			Pending
Fitness First Limited	F Fitness First Device	Thailand			Pending
Fitness First Limited	Fitness First 2004 logo	Thailand	SM29431	01-Feb-05	Registered
Fitness First Limited	Fitness First A STRONG MIND STARTS WITH A FIT BODY logo	Thailand	SM50456	09-Jun-09	Registered
Fitness First Limited	FITNESS FIRST FOR EVERY BODY logo	Thailand	SM50169	26-Jun-09	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	Thailand			Pending
Fitness First Limited	Fitness First LOSE IT' and device mark	Thailand	TM354807	29-Mar-11	Registered
Fitness First Limited	Fitness First LOSE IT' and device mark	Thailand			Pending
Fitness First Limited	PLANET FIRST words	Thailand	SM39908	23-Jul-07	Registered
Fitness First Limited	PT logo plus ``Fitness First`` 2004 logo	Thailand	SM50358	29-Jun-11	Registered
Fitness First Limited	Fitness First 2004 logo	Tunisia	EE042082	26-Mar-06	Registered
Fitness First Germany GmbH	FITNESS COMPANY	Turkey	888860	10-May-06	Registered
Fitness First Germany GmbH	FITNESS COMPANY	Turkey	904190	10-May-06	Registered
Fitness First Limited	F Fitness First Device	Turkey			Pending
Fitness First Limited	Fitness First 2004 logo	Turkey	2008/61308	23-Oct-08	Registered
Fitness First Limited	Fitness First 2004 logo	Ukraine	854041	03-Nov-11	Registered
Fitness First Limited	F Fitness First Device	United Emirates			Pending
Fitness First Limited	F Fitness First Device	United Emirates			Pending
Fitness First Limited	F Fitness First Device	United Emirates			Pending
Fitness First Limited	F Fitness First Device	United Emirates			Pending

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	F Fitness First Device	United Arab Emirates			Pending
Fitness First Limited	F Fitness First Device	United Arab Emirates			Pending
Fitness First Limited	F Fitness First Device	United Arab Emirates			Pending
Fitness First Limited	Fitness First 2004 logo	United Arab Emirates	54906	27-Aug-05	Registered
Fitness First Limited	Fitness First 2004 logo	United Arab Emirates	54905	27-Aug-05	Registered
Fitness First Limited	PLANET FIRST words	United Arab Emirates	95062	24-May-09	Registered
Fitness First Limited	PLANET FIRST words	United Arab Emirates	100393	09-Mar-10	Registered
Fitness First Clubs Limited	KAIZEN word	United Kingdom	2380424	15-Dec-04	Registered
Fitness First Clubs Limited	Talent Cast (words in upper and lower case)	United Kingdom	2491154	26-Jun-08	Registered
Fitness First Clubs Ltd	TalentWave	United Kingdom	2570501	01-Dec-10	Registered
Fitness First for Women Limited	SEXY WEIGHT words	United Kingdom	2396826	13-Jul-05	Registered
Fitness First Limited	1 1 numerals	United Kingdom	2502722	18-Nov-08	Registered
Fitness First Limited	FF SPORTS logo (series of 8)	United Kingdom	2247274	02-Oct-00	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST FITNESSFIRST words/stylised word (series of 3)	United Kingdom	2111128	26-Sep-96	Registered
Fitness First Limited	Fitness First 2004 logo	United Kingdom	2370518	12-Aug-04	Registered
Fitness First Limited	FITNESS FIRST 2004 logo and THE FIRST CARD words	United Kingdom	2405393	01-Nov-05	Registered
Fitness First Limited	FITNESS FIRST BODY CARE logo (series of 2)	United Kingdom	2376773	28-Oct-04	Registered
Fitness First Limited	Fitness First Essentials logo (series of 2)	United Kingdom	2418698	31-Mar-06	Registered
Fitness First Limited	FITNESS FIRST FOR WOMEN logo	United Kingdom	2364559	28-May-04	Registered
Fitness First Limited	GYM LL FIX IT words	United Kingdom	2352116	22-Dec-03	Allowed to Lapse
Fitness First Limited	PLANET FIRST words	United Kingdom	2457054	31-May-07	Registered
Fitness First Limited	Fitness First 2004 logo	Venezuela	S046256	03-Jun-10	Registered
Fitness First Limited	Fitness First 2004 logo	Venezuela	P304541	03-Jun-10	Registered
Fitness First Limited	Fitness First 2004 logo	Vietnam	854041	21-Jan-05	Pending
Fitness First Germany GmbH	FITNESS COMPANY	WIPO	888860	10-May-06	Registered
Fitness First Germany GmbH	FITNESS COMPANY	WIPO	904190	10-May-06	Registered
Fitness First Limited	F Fitness First Device	WIPO			Pending
Fitness First Limited	FITNESS FIRST	WIPO	1159407	23-Jan-13	Registered
Fitness First Limited	Fitness First 2004 logo	WIPO	854041	21-Jan-05	Registered

ACCEDING CHARGING COMPANY	TRADEMARK	COUNTRY	REG. NO.	REG. DATE	STATUS
Fitness First Limited	FITNESS FIRST logo To be famous for making the world a fitter place	WIPO	1052864	27-Jul-10	Registered
Fitness First Limited	PLANET FIRST words	WIPO	932263	17-Jul-07	Registered
Fitness First Limited	Fitness First 2004 logo	Yemen	41034	09-May-11	Registered
Fitness First Limited	Fitness First 2004 logo	Yemen	41035	09-May-11	Registered

Part B – Patents

None at the date of this Deed

**SCHEDULE 6
PLANT AND MACHINERY**

Acceding Charging Company	Details of plant and machinery	Net book value as at 31 October 2013
Fitness First Clubs Limited	Fitness equipment	£7,380,000
Fitness First Clubs Limited	Furniture, fittings and equipment	£2,687,000
Fitness First Clubs Limited	Computer equipment	£1,046,000
Fitness First Clubs Limited	Motor vehicles	£1,000

**SCHEDULE 7
INSURANCES**

Insurer	Line of coverage	Policy Number	Policy Term
Royal Sun Alliance	Property and Business Interruption	YMM830881	01 11 2013/31 10 2014
Royal Sun Alliance	Primary Combined Liability	YMM830880	01 11 2013/31 10 2014
Lloyds Underwriters	Terrorism and Sabotage	B0509DU721213	01 11 2013/31 10 2014
AIG	Excess Public and Products Liability	24022708	01 11 2013/31 10 2014
Chartis Insurance UK Ltd	D&O	33543717	01 11 2013/31 10 2014

**SCHEDULE 8
RELEVANT CONTRACTS**

Acceding Charging Company	Parties	Details of Relevant Contract
Fitness First Clubs Limited	1) British Energy Direct Ltd, 2) Fitness First Clubs Limited	Electricity Supply
Fitness First Clubs Limited	1) Integrated Cleaning Management, 2) Fitness First Clubs Limited	Cleaning Services
Fitness First Clubs Limited	1) Adare Carwin Limited, 2) Fitness First Clubs Limited	Marketing
Fitness First Clubs Limited	1) Grey Simmonds Madaid, 2) Fitness First Clubs Limited	Cleaning products
Fitness First Clubs Limited	1) Johnson Health Tech UK Ltd, 2) Fitness First Clubs Limited	Fitness Equipment Purchases & Repairs
Fitness First Clubs Limited	1) TBS M&E Design and Build Ltd, 2) Fitness First Clubs Limited	Maintenance
Fitness First Clubs Limited	1) WFC, 2) Fitness First Clubs Limited	Maintenance
Fitness First Clubs Limited	1) Life Fitness (UK) Ltd, 2) Fitness First Clubs Limited	Fitness Equipment Purchases & Repairs
Fitness First Clubs Limited	1) Technogym UK Ltd, 2) Fitness First Clubs Limited	Fitness Equipment Purchases & Repairs
Fitness First Clubs Limited	1) Westway Cooling Ltd, 2) Fitness First Clubs Limited	Maintenance
Fitness First Clubs Limited	1) Total Gas & Power Ltd, 2) Fitness First Clubs Limited	Gas Supply
Fitness First Clubs Limited	1) Atlantic Multipower, 2) Fitness First Clubs Limited	Multipower COS Supply

Acceding Charging Company	Parties	Details of Relevant Contract
Fitness First Clubs Limited	1) Woodford Interiors Ltd, 2) Fitness First Clubs Limited	Building & Maintenance
Fitness First Clubs Limited	1) Direct 2 Fans Limited, 2) Fitness First Clubs Limited	Marketing & Small fitness equipment
Fitness First Clubs Limited	1) Creative Retail Entertainment Ltd, 2) Fitness First Clubs Limited	Building & Maintenance
Fitness First Clubs Limited	1) Bates Group Ltd, 2) Fitness First Clubs Limited	Laundry
Fitness First Clubs Limited	1) Maxinutrition Ltd, 2) Fitness First Clubs Limited	Maximuscle Supply
Fitness First Clubs Limited	1) GlaxoSmithKline, 2) Fitness First Clubs Limited	Lucozade Supply
Fitness First Clubs Limited	1) Latitude Digital Marketing Ltd, 2) Fitness First Clubs Limited	Marketing
Fitness First Clubs Limited	1) Lex Autolease, 2) Fitness First Clubs Limited	Car Leasing
Fitness First Clubs Limited	1) M A Morris Contractors Ltd, 2) Fitness First Clubs Limited	Building & Maintenance
Fitness First Clubs Limited	1) Bewley Contracts Ltd, 2) Fitness First Clubs Limited	Building & Maintenance
Fitness First Clubs Limited	1) Dale Sauna Ltd, 2) Fitness First Clubs Limited	Building & Maintenance
Fitness First Clubs Limited	1) I H Moore (Nottingham) Ltd, 2) Fitness First Clubs Limited	Building & Maintenance
Fitness First Limited	1) Landmark Fitness Limited, 2) Fitness First Limited	Franchise Agreement

**SCHEDULE 9
BANK ACCOUNTS**

Account Holder	Account Number	Account Bank	Account Bank branch address and sort code
Fitness First Limited	██████46	National Westminster Bank Plc	The Square, 5 Old Christchurch Road, Bournemouth, BH1 1DU Sort code 56-00-35
Fitness First Clubs Limited	██████43	National Westminster Bank Plc	The Square, 5 Old Christchurch Road, Bournemouth, BH1 1DU Sort code 56-00-35

**SCHEDULE 10
FORM OF ACCESSION DEED**

This Accession Deed is made on [] 20[] between

- a) Each Company listed in Schedule 1 (*The Acceding Companies*) (each an “**Acceding Company**”),
- b) [[] Name of Initial Charging Company] (the “**Initial Charging Company**”), and
- c) [[] Name of Security Agent] (as Security Agent for the Secured Parties (as defined below)) (the “**Security Agent**”)

Background

This Accession Deed is supplemental to a fixed and floating security document dated [] 2013 and made between (1) the Charging Companies named in it and (2) the Security Agent (the “**Debenture**”)

IT IS AGREED as follows

1 Definitions and Interpretation

(i) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed)

(ii) Construction

Clause 1(i) (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed

2 Accession of the Acceding Company

(i) Accession

[The/Each] Acceding Company

- (a) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture, and
- (b) creates and grants [[] at the date of this Deed] the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,
- (c) as if it had been an original party to the Debenture as one of the Charging Companies

(ii) Undertaking to pay

Without prejudice to the generality of Clause 2(i) (Accession), [the/Each] Acceding Company (jointly and severally with the other Charging Companies [and each other Acceding Company]), covenants in the terms set out in Clause 2(ii) (*Undertaking to pay*) of the Debenture

(iii) Charge and assignment

Without prejudice to the generality of Clause 2(i) (*Accession*), [the/each] Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in Clauses 3 (*Fixed Charges*), 4 (*Assignment*) and 5 (*Floating Charge*) of the Debenture including (without limiting the generality of the foregoing)

- (a) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified [[] against its name] in part 1 of schedule 2 (*Details of Charged Assets owned by the Acceding Companies*) hereto (if any)),
- (b) by way of first fixed charge all the Investments (including, without limitation, those specified [[] against its name] in part 2 of schedule 2 (*Details of Charged Assets owned by the Acceding Companies*) hereto (if any))
- (c) by way of first fixed charge each of its Bank Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified [[] against its name] in part 3 of schedule 2 (*Details of Charged Assets owned by the Acceding Companies*) hereto and all monies at any time standing to the credit of such accounts,
- (d) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified [[] against its name] in part 4 of schedule 2 (*Details of Charged Assets owned by the Acceding Companies*) hereto (if any)),
- (e) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified [[] against its name] in part 5 of schedule 2 (*Details of Charged Assets owned by the Acceding Companies*) hereto (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them, and
- (f) by way of absolute assignment the Insurances (including, without limitation, those specified [[] against its name] in part 6 of schedule 2 (*Details of Charged Assets owned by the Acceding Companies*) hereto (if any)), all claims under the Insurances and all proceeds of the Insurances

(iv) Consent

Pursuant to Clause 22 (*Changes to Charging Companies*) of the Debenture, the Initial Charging Company

- (a) consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed, and
- (b) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Charging Company

3 Construction of Debenture

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to “**this Deed**” and similar expressions shall include references to this Accession Deed

4 Third Party Rights

A person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed

5 Notice Details

Notice details for [the/each] Acceding Company are those identified with its name on the signing pages below

6 Counterparts

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed

7 Governing Law

This Accession Deed and any non-contractual obligations arising out of or in connection therewith are governed by English law

In witness of which this Accession Deed has been duly executed by [the/each] Acceding Company and the Initial Charging Company as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed] or [[] by [the/each] Acceding Company and the Initial Charging Company]

**SCHEDULE 1 -
TO THE ACCESSION DEED**

Company name	Registered number	Registered office
[]	[]	[]
[]	[]	[]

**SCHEDULE 2 -
TO THE ACCESSION DEED**

Details of Charged Assets owned by the Acceding Companies

**PART 1
[REAL PROPERTY]**

Registered land				
[Acceding Company]	Address	County/District/London borough		Title number
[NAME]	[ADDRESS]	[]		[NUMBER]
Unregistered land				
[Acceding Company]	Address	Document describing the Real Property		
		Date	Document	Parties
[NAME]	[ADDRESS]	[DATE 200●]	[]	[]

**PART 2
[INVESTMENTS]**

[Acceding Company]	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
[NAME]	[NAME]	[]	[]	[]
[NAME]	[NAME]	[]	[]	[]
[NAME]	[NAME]	[]	[]	[]

**PART 3
[BANK ACCOUNTS]**

Account Holder	Account Number	Account Bank	Account Bank branch address and sort code
[NAME]	[]	[NAME]	[ADDRESS]
[NAME]	[]	[NAME]	[ADDRESS]
[NAME]	[]	[NAME]	[ADDRESS]

**PART 4
[INTELLECTUAL PROPERTY]**

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]

[]	[]	[]	[]	[]
-----	-----	-----	-----	-----

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
[]	[]	[]
[]	[]	[]

PART 5
[RELEVANT CONTRACTS]

[Acceding Company]	Date of Relevant Contract	Parties	Details of Relevant Contract
[NAME]	[DATE 200●]	[]	[]
[NAME]	[DATE 200●]	[]	[]

PART 6
[INSURANCES]

[Acceding Company]	Insurer	Policy number
[NAME]	[NAME]	[NUMBER]
[NAME]	[NAME]	[NUMBER]

EXECUTION PAGES OF THE ACCESSION DEED

[insert execution provisions and notice details for the Acceding Companies]

The Common Seal of)
[name of company])
was hereto affixed)
and attested by [*insert name*])
attesting director])

Director

Address

Fax No

Attention

SCHEDULE 11
FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS¹

To ||] Insert name and address of insurer]

Dated [] 20[]

Dear Sirs

Re: ||] describe relevant policies] dated ||] DATE] 20[] between
(1) you and (2) ||]insert name of Charging Company] (the "Charging Company")

1 We give notice that, by a fixed and floating security document dated [] 2013 (the "Debenture"), we have [assigned] to [●] (the "Security Agent") as Security Agent for certain banks and others (as referred to in the Debenture) all our present and future right, title and interest in and to the Policies (together with any other agreement supplementing or amending the same, the "Policies") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies

2 We irrevocably authorise and instruct you from time to time

- (i) to disclose to the Security Agent at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Security Agent may from time to time request,
- (ii) to hold all sums from time to time due and payable by you to us under the Policies to the order of the Security Agent,
- (iii) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Security Agent from time to time,
- (iv) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction), and
- (v) to send copies of all notices and other information given or received under the Policies to the Security Agent

¹ FF Insurers to provide comments

- 3 [We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Security Agent's interest as loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above]
- 4 We are not permitted to receive from you, otherwise than through the Security Agent, any amount in respect of or on account of the sums payable to us from time to time under the Policies or to agree any amendment or supplement to, or waive any obligation under, the Policies without the prior written consent of the Security Agent
- 5 This notice may only be revoked or amended with the prior written consent of the Security Agent
- 6 Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you agree to the above and that
- (i) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,
 - (ii) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Security Agent promptly if you should do so in future,
 - (iii) you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Security Agent, and
 - (iv) [you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of the Security Agent] or if you make any attempt to terminate or amend the Policies, you will liaise with and notify the Security Agent and not us]
- 7 This notice (and any acknowledgement) is governed by English law

Yours faithfully

for and on behalf of

[[] Name of Charging Company]

[On copy]

To [[] NAME OF SECURITY AGENT]

as Security Agent

[[] ADDRESS OF SECURITY AGENT]

Copy to [[] NAME OF EACH CHARGING COMPANY]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in Clause 6 in the above notice.

for and on behalf of

[[] Name of relevant party]

Dated [] 20[]

SCHEDULE 12
FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY PARTY TO RELEVANT
CONTRACTS

To [[] Insert name and address of relevant party]

Dated [] 20[]

Dear Sirs

Re [[] describe Relevant Contract] dated [[] DATE] 20[] between
(1) you and (2) [[]insert name of Charging Company] (the '**Charging Company**')

- 1 We give notice that by a fixed and floating security document dated [] 2013 (the '**Debenture**') we have assigned to [●] (the "**Security Agent**") as Security Agent for certain banks and others (as referred to in the Debenture) all our present and future right, title and interest in and to [] [insert details of Relevant Contract] (together with any other agreement supplementing or amending the same, the "**Agreement**") including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement,
- 2 We irrevocably authorise and instruct you from time to time
 - (a) to disclose to the Security Agent at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Security Agent may from time to time request,
 - (b) upon receiving written notification to that effect from the Security Agent, to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Security Agent,
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement to us in accordance with the terms of the Agreement unless you receive written instructions given to you by the Security Agent revoking such authorisation in which case all or any part of such sums shall only be paid or released in accordance with such instructions,
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture or the Agreement or the debts represented thereby which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction, and
 - (e) to send copies of all notices and other information given or received under the Agreement to the Security Agent

- 3 We are not permitted to agree any amendment or supplement to, or waive any obligation under, the Agreement without the prior written consent of the Security Agent
- 4 This notice may only be revoked or amended with the prior written consent of the Security Agent
- 5 Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you agree to the above and that
- (i) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,
 - (ii) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Security Agent promptly if you should do so in future,
 - (iii) you will not permit any sums due to us or any other person (other than the Security Agent) under or pursuant to the Agreement to be paid other than in accordance with the notice without the prior written consent of the Security Agent, and
 - (iv) [you will not exercise any right to terminate the Agreement [or take any action to amend or supplement the Agreement] without the prior written consent of the Security Agent] or If you make any attempt to terminate or amend the Agreement, you will liaise with and notify the Security Agent as the proper counterparty under the Agreement and not us]
- 6 This notice (and any acknowledgement) is governed by English law

Yours faithfully

for and on behalf of

[[] Name of Charging Company]

[On copy]

To [[] NAME OF SECURITY AGENT]

as Security Agent

[[] ADDRESS OF SECURITY AGENT]

Copy to [[] NAME OF EACH CHARGING COMPANY]

We acknowledge receipt of the above notice and consent and agree to its terms We confirm and agree to the matters set out in Clause 5 of the above notice

for and on behalf of

[/ / *Name of relevant party*]

Dated [] 20[]

SCHEDULE 13
FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK

To [[] insert name and address of Account Bank]

Dated [] 20[]

Dear Sirs

Re: Account Holder [insert name of each Charging Company] (the "Charging Companies")

- 1 We give notice that by a fixed and floating security document dated [] 2013 (the "Debenture"), we have charged to [●] (the "Security Agent") as Security Agent for certain banks and others (as referred to in the Debenture) all our present and future right, title and interest in and to the Bank Accounts (as defined in the schedule to this letter), all monies standing to the credit of the Bank Accounts and all additions to or renewals or replacements thereof (in whatever currency) and to all interest from time to time accrued or accruing to the Bank Accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you
- 2 We advise you that, under the terms of the Debenture, we are not entitled to withdraw any monies from the Bank Accounts without first having obtained the prior written consent of the Security Agent
- 3 [[] **In respect of Bank Accounts where access is permitted** - The Security Agent, by its countersignature of this notice, agrees that each Charging Company may continue to withdraw monies from its Bank Accounts until you receive notice from the Security Agent that it or you may no longer do so. The Security Agent may by notice to you at any time amend or withdraw this consent]
- 4 We irrevocably authorise and instruct you from time to time, unless the Security Agent so authorises you in writing, not to permit withdrawals from the Bank Accounts[[] where permissions are given - except to the extent that any withdrawal is expressly permitted by this notice and such permissions have not been withdrawn],
 - (i) to hold all monies from time to time standing to the credit of the Bank Accounts to the order of the Security Agent,
 - (ii) to pay all or any part of the monies standing to the credit of the Bank Accounts to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect,
 - (iii) to disclose to the Security Agent such information relating to the Charging Companies and the Bank Accounts as the Security Agent may from time to time request you to provide, and
 - (iv) [to pay all monies received by you for our account to (and only to) [[]specify account]]

- 5 We agree that you are not bound to enquire whether the right of the Security Agent to withdraw any monies from any Bank Account has arisen or be concerned with (a) the propriety or regularity of the exercise of that right or (b) notice to the contrary or (c) to be responsible for the application of any monies received by the Security Agent
- 6 This notice may only be revoked or amended with the prior written consent of the Security Agent
- 7 Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to each Charging Company) that you agree to the above and that
- (i) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice,
 - (ii) you have not, at the date this notice is returned to the Security Agent, received notice of any assignment or charge of or claim to the monies standing to the credit of any Bank Account or the grant of any security or other interest over those monies or any Bank Account in favour of any third party and you will notify the Security Agent promptly if you should do so in the future, and
 - (iii) you do not at the date of this notice and will not [☐] if paragraph 4 is used - except as expressly permitted by this notice,] in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Bank Accounts
- 8 This notice (and any acknowledgement) is governed by English law

Yours faithfully

for and on behalf of

[☐] NAME OF CHARGING COMPANY]

Name

Title

for and on behalf of

[☐] NAME OF CHARGING COMPANY]

Name

Title

for and on behalf of

[☐] NAME OF CHARGING COMPANY]

Name

Title

SCHEDULE - To the form of notice to and acknowledgement from Account Bank

Bank Accounts (each a "Bank Account")		
Account holder	Bank Account number	Account Bank branch address and sort code
[]	[]	[]
[]	[]	[]
[]	[]	[]

[On copy]

To {[| NAME OF SECURITY AGENT]

as Security Agent

{[| ADDRESS OF SECURITY AGENT]

Copy to {[| NAME OF EACH CHARGING COMPANY]

We acknowledge receipt of the above notice We confirm and agree

(a) that the matters referred to in it do not conflict with the terms which apply to any Bank Account,
and

(b) the matters set out in Clause 7 of the above notice

for and on behalf of

[/ / *Name of Account Bank*]

Dated [] 20[]

SCHEDULE 14
FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM LANDLORD

To [[] insert name and address of landlord]

Dated [] 20[]

Dear Sirs

Re: [[] describe property (the "Property") and lease (the "Lease")| dated [[] DATE| 20|] between (1) [] and [] (2) [[] insert name of tenant| (the "Tenant")

- 1 We give notice that by a fixed and floating security document dated [] 2013 (the "Debenture"), we have charged to [●] (the "Security Agent") as Security Agent for certain banks and others (as referred to in the Debenture) all our present and future right, title and interest in and to the Lease
- 2 The charge includes a fixed charge over all fixtures, fittings (including trade fixtures and fittings) and fixed plant and machinery and apparatus at the Property belonging to the Tenant
- 3 We enclose a certified copy of the Debenture and the registration fee due under the Lease of £[[] insert amount] (inclusive of Value Added Tax)
- 4 This notice may only be revoked or amended with the prior written consent of the Security Agent
- 5 Please confirm receipt by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to this Firm) that you agree to the above and that you have not, at the date this notice is returned to the Security Agent, received notice of any assignment or charge of the Lease or the grant of any security or other interest over the Lease in favour of any third party and you will notify the Security Agent promptly if you should do so in the future
- 6 This notice (and any acknowledgement) is governed by English law

Yours faithfully

for and on behalf of

[[] NAME OF TENANT]

Name

Title

[On copy]

To [[] NAME OF SECURITY AGENT]

as Security Agent

[[] ADDRESS OF SECURITY AGENT]

Copy to [[] NAME OF TENANT]

We acknowledge receipt of the above notice We confirm and agree

(a) that the matters referred to in it do not conflict with the terms which apply to the Lease, and

(b) the matters set out in Clause 5 of the above notice

for and on behalf of

[[] Name of landlord]

Dated [] 20[]

THE INITIAL CHARGING COMPANIES

EXECUTED as a DEED

By

FITNESS FIRST LIMITED acting by

as Director

Witness

Name

Address

Occupation

Notice Details

Address

Facsimile

Attention

Email

Fitness First, 58 Fleets Lane, Poole, BH15 3BT

+44 (0)1202 683510

Susan Cadd, Company Secretary

suecadd@fitnessfirst.com

PAUL STEVENS

ALISON EVERETT

EA

EXECUTED as a DEED

By

FITNESS FIRST FINANCE LIMITED acting by

Oren Peleg

as Director

Witness.

Name

KATHARINA LYNN LOOPER

Address

Occupation:

ADMINISTRATIVE ASSISTANT

Notice Details

Address

Fitness First, 58 Fleets Lane, Poole, BH15 3BT

Facsimile.

+44 (0)1202 683510

Attention

Susan Cadd, Company Secretary

Email.

suecadd@fitnessfirst.com

EXECUTED as a DEED

By.

FITNESS FIRST OVERSEAS HOLDINGS LIMITED acting by

as Director

Witness

Name:

Address.

Occupation

Notice Details

Address: Fitness First, 58 Fleets Lane, Poole, BH15 3BT

Facsimile. +44 (0)1202 683510

Attention Susan Cadd, Company Secretary

Email: suecadd@fitnessfirst.com

EXECUTED as a DEED

By

FITNESS FIRST HOLDINGS LIMITED acting by

as Director

Witness

Name:

Address

Occupation

Notice Details

Address Fitness First, 58 Fleets Lane, Poole, BH15 3BT

Facsimile: +44 (0)1202 683510

Attention: Susan Cadd, Company Secretary

Email suecadd@fitnessfirst.com

EXECUTED as a DEED

By

MORAY LIMITED acting by

as Director

Witness

Name

Address.

Occupation

Notice Details

Address. Fitness First, 58 Fleets Lane, Poole, BH15 3BT

Facsimile: +44 (0)1202 683510

Attention Susan Cadd, Company Secretary

Email suecadd@fitnessfirst.com

EXECUTED as a DEED

By

FITNESS FIRST CLUBS LIMITED acting by:

as Director

Witness

NEIL TUNE

Name

ALAN CURSHED

Address

Occupation

EA

Notice Details

Address Fitness First, 58 Fleets Lane, Poole, BH15 3BT

Facsimile +44 (0)1202 683510

Attention Susan Cadd, Company Secretary

Email suecadd@fitnessfirst.com

EXECUTED as a DEED

By

FLEETS LANE LIMITED acting by

as Director;

Witness

Name:

Address:

Occupation

Notice Details

Address: Fitness First, 58 Fleets Lane, Poole, BH15 3BT

Facsimile: +44 (0)1202 683510

Attention: Susan Cadd, Company Secretary

Email: suecadd@fitnessfirst.com

PAUL STEVENS

ALISON EVERSHED

EA

THE SECURITY AGENT

EXECUTED as a DEED

By Aimee Flum

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, acting by

as Authorised Signatory

Witness

Name

JAMBA MEECOMB

Address

HSBC Bank plc, 8 Canada Square, London, E14 5HQ

Occupation.

TRANSACTION MANAGER

Notice Details

Address.

8 Canada Square, London E14 5HQ

Facsimile

+44 (0)20 7991 4347

Attention

Loan Agency Operations

Email

Mark Crosley@hsbcib.com