

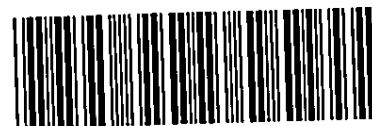
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In accordance with
Section 860 of the
Companies Act 2006.

MG01

Particulars of a mortgage or charge



P37ZC00A

PMO 16/10/2009 149
COMPANIES HOUSE

A65 *ADCQ7EGQ* 191
27/10/2009
COMPANIES HOUSE

A24 16/10/2009 181
COMPANIES HOUSE

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

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

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

✗ **What this form is NOT for**
You cannot use this form to re-
gister particulars of a charge for a Sc
company. To do this, please use
form MG01s.

1 Company details

Company number 0 5 5 7 5 3 5 0

Company name in full Fitness First Loan Stock Limited (the "Chargor")

5 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d0 d2 m1 m0 y2 y0 y9

3 Description

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

Description Deed of amendment dated 2 October 2009 ("Deed of Amendment") to the Share
Charge (as defined below) dated 24 November 2005 relating to the entire
issued share capital of Fitness First Finance Limited (formerly known as
DMWSL 462 Limited)

4 Amount secured

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

Amount secured See attached continuation pages.

References to any Finance Document (as defined
below) include references to such Finance Document
as varied in any manner from time to time, even if
changes are made to the composition of the parties
to such document or to the nature or amount of any
facilities made available under such document.

Continuation page

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

MG01

Particulars of a mortgage or charge

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

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

Continuation page

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

Name Mizuho Corporate Bank, Ltd. (as Security Agent)

Address Bracken House, One Friday Street, London

Postcode E C 4 M 9 J A

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

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

Short particulars See attached continuation pages.

The attached continuation pages refer to the covenants by, and restrictions on, the Chargor which protect and further define the charges created by the Share Charge and which must be read as part of those charges.

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Not applicable

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X Lovells LLP X

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

MG01

Particulars of a mortgage or charge



Presenter information

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

Contact name F3/MJC/EMLY

Company name Lovells LLP

Address

Post town

County/Region

Postcode

E

C

1

A

2

F

G

Country

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included the original deed with this form.
- ☒ You have entered the date the charge was created.
- ☒ You have supplied the description of the instrument.
- ☒ You have given details of the amount secured by the mortgagee or chargee.
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ You have entered the short particulars of all the property mortgaged or charged.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

Continuation page (1 of 5) for Fitness First Loan Stock Limited (05575350)

In this Form MG01, references to Clauses and Schedules are to Clauses of, and Schedules to, the Share Charge unless otherwise specified. References in this Form MG01 to the Share Charge or to any other document (including any Finance Document) include reference to the Share Charge, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of these continuation pages.

Amount Secured

1. Subject to paragraph 2 below, the Chargor agreed that it will, on demand, pay to the Security Agent and discharge all Secured Sums at the times and in the manner provided in the relevant Finance Documents.
2. The recourse of the Security Agent against the Chargor in respect of the Secured Sums is limited to the rights of enforcement and recovery against the Security Assets charged under the Share Charge and, accordingly, the Security Agent agreed that the total amount recoverable against the Chargor under the Share Charge shall be limited to the proceeds received from realising the Security Assets in accordance with the Share Charge.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation page (page 2 of 5) for Fitness First Loan Stock Limited (05575350)

The continuation pages to this section 6 refer to covenants by, and restrictions on, the Chargor which protect and further define the charges created by the Share Charge and which must be read as part of the those charges.

The Share Charge creates fixed charges over the Security Assets as follows:

Particulars of Property Mortgaged or Charged

1. By Clause 3.1 (*Charging Clause*), the Chargor as owner, with full title guarantee, charged the Security Assets to the Security Agent by way of first fixed charge as continuing security for the payment and discharge of the Secured Sums.

Covenants and Restrictions

1. By Clause 5.3 (*Negative Covenants*), the Chargor agreed with the Security Agent that it would not:
 - (a) without the prior written consent of the Security Agent consent to its Shares being consolidated, sub-divided or converted or any rights attached to them being varied;
 - (b) create or agree to create or permit to arise or subsist any Encumbrance on any of the Security Assets; or
 - (c) sell, transfer or otherwise dispose of any of the Security Assets or attempt or agree to do so on terms whereby they are or may be required by any member of the Group in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset ("**Quasi Security**").

Paragraph (b) and (c) above do not apply to any Security or (as the case may be) Quasi-Security, which is:

- (i) Permitted Security; or
- (ii) given under the Finance Documents.

Definitions

In this Form MG01 the following expressions shall have the following meanings respectively set out below:

"Agent" means Mizuho Corporate Bank, Ltd. acting as agent of the other Senior Finance Parties;

"Arranger" means Mizuho Corporate Bank, Ltd. as mandated lead arranger;

"Beneficiary" means each Senior Finance Party, each Mezzanine Finance Party and each Hedge Counterparty;

"Company" means Fitness First Finance Limited (formerly DMWSL 462 Limited, registered in England with registered number 05452198);

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation page (3 of 5) for Fitness First Loan Stock Limited (05575350)

Definitions Continued

"Declared Default" means the Agent and/or the Mezzanine Agent (as the case may be) first exercising its respective rights under paragraph (b) of Clause 28.16 (*Acceleration*) of the Facilities Agreement and/or under paragraph (b) of Clause 24.16 (*Acceleration*) of the Mezzanine Facilities Agreement;

"Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of the Shares;

"Document" includes any transfer, renunciation, proxy, mandate, legal or other charge, mortgage, assignment, deed or other document;

"Encumbrance" includes any mortgage, pledge, lien, hypothecation, charge, assignment or deposit by way of security or any other agreement or arrangement giving or having the effect of giving security or preferential treatment to a creditor;

"Event of Default" has the meaning given to that term in the Facilities Agreement;

"Facilities Agreement" means the facilities agreement dated 4 November 2005 amongst others, the Company, the Original Borrowers, the Original Guarantors, Mizuho Corporate Bank, Ltd. (as Arranger, Original Lender, Agent, Security Agent, Issuing Bank and VLN Bank and in certain other capacities) as further amended, supplemented, replaced and/or restated from time to time and notwithstanding any increase in the principal amount of the facilities made available to, amongst others, the Company under it (each term not defined in this Form MG01 has the meaning given to that term in the Facilities Agreement);

"Finance Document" means each Senior Finance Document, each Mezzanine Finance Document and each Hedging Agreement;

"Financial Indebtedness" has the same meaning given to that term in the Facilities Agreement;

"Group" means the Chargor and its Subsidiaries for the time being;

"Hedge Counterparty" has the meaning given to that term in the Intercreditor Agreement;

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Chargor and, to the extent required by the Arranger, any of its Subsidiaries that are Borrowers and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities and the Mezzanine Facilities in accordance with the Hedging Letter (each term not defined in this Form MG01 has the meaning given to that term in the Facilities Agreement);

"Intercreditor Agreement" means the intercreditor agreement dated 4 November 2005 between, amongst others, the Chargor, the other Obligors, Mizuho Corporate Bank, Ltd. (in various capacities), the Lenders, the Hedge Counterparties, the Senior Creditors, the Mezzanine Creditors, the Loan Note Holders, the Investors, the Lenders of Structural Intra-Group Loans and the Mezzanine Borrower (each term not defined in this Form MG01 has the same meaning given to that term in the Intercreditor Agreement);

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation page (4 of 5) for Fitness First Loan Stock Limited (05575350)

Definitions Continued

"Mezzanine Agent" means Mizuho Corporate Bank, Ltd. as agent of the other Finance Parties;

"Mezzanine Arranger" means Mizuho Corporate Bank, Ltd. as mandated lead arranger;

"Mezzanine Facilities Agreement" means the mezzanine facilities agreement dated on 4 November 2005 between, amongst others, the Company, the parties listed therein as original guarantors, Mizuho Corporate Bank, Ltd. as the Mezzanine Agent, Mezzanine Arranger and as Security Agent and the persons named in that mezzanine facilities agreement as Lenders;

"Mezzanine Finance Documents" means the Mezzanine Facilities Agreement, any accession letter under the Mezzanine Facilities Agreement, the Intercreditor Agreement, the Mandate Letter, the Syndication Letter, the Investor Side Letter, any Compliance Certificate, any Hedging Agreement, any Transaction Security Document, any fee letters setting out any of the fees referred to in Clause 13 (*Fees*) of the Mezzanine Facilities Agreement, any utilisation request or request relating to the selection of an interest period for a utilisation made under the Mezzanine Facilities Agreement and any other document which is designated a "Mezzanine Finance Document" or "Finance Document" by the Company and the Mezzanine Agent under the Mezzanine Facilities Agreement and the Mezzanine Agent (each term not defined in this Form MG01 has the meaning given to that term in the Facilities Agreement);

"Mezzanine Finance Party" means the Mezzanine Agent, the persons named in the Mezzanine Facilities Agreement as Lenders, the Security Agent and the Mezzanine Arranger;

"Original Shares" means the 1 ordinary share of £1.00 as the issued share capital of the Company owned by the Chargor;

"Permitted Security" has the meaning given to that term in the Facilities Agreement;

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents;

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

"Security Agent" means Mizuho Corporate Bank, Ltd. as security agent and trustee for the Beneficiaries pursuant to the Finance Documents;

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation page (5 of 5) for Fitness First Loan Stock Limited (05575350)

Definitions Continued

"Security Assets" means the Shares and Derivative Rights on 24 November 2005 or in the future accruing to the Chargor;

"Senior Finance Document" means the Facilities Agreement, the Mandate Letter, the Syndication Letter, any Fee Letter, any Accession Letter, any Transaction Security Documents, the Intercreditor Agreement, any Selection Notice, any Ancillary Document, any Letter of Credit, any Compliance Certificate, any Hedging Agreement, each Facility B3 (Aus) Note, each Capex A\$ Note, each Facility B3 (Aus) Note Deed Poll, each Capex A\$ Deed Poll, any Utilisation Request or request relating to the selection of an interest period for a utilisation made under the Senior Facilities Agreement and any other document designated as such by the Agent and the Company (each term not defined in this Form MG01 has the meaning given to that term in the Facilities Agreement);

"Senior Finance Party" means the Agent, the Security Agent, the Arranger, the Lenders, the Issuing Bank, the VLN Bank, a Hedge Counterparty or any Ancillary Lender (each term not defined in this Form MG01 has the meaning given to that term in the Facilities Agreement);

"Share Charge" means the share charge dated 24 November 2005 relating to the entire share capital of the Company (as amended by the Deed of Amendment) pursuant to which the Chargor charged the Shares to the Security Agent;

"Shares" means the Original Shares and all other shares in the Company owned by the Chargor while any Secured Sums are outstanding; and

"Subsidiary" means an entity of which a person:

- (a) has direct or indirect Control (as defined in the Facilities Agreement); or
 - (b) owns directly or indirectly more than fifty per cent. (50%) of the share capital or similar right of ownership; or
 - (c) is entitled to receive more than fifty per cent. (50%) of the dividends or distributions,
- and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5575350
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF AMENDMENT DATED 2
OCTOBER 2009 AND CREATED BY FITNESS FIRST LOAN STOCK
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM FITNESS FIRST FINANCE LIMITED TO ALL OR ANY
OF THE BENEFICIARIES ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 16 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 NOVEMBER
2009

Dt
3.11.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES