

M

COMPANIES FORM No. 395

130074/91

Particulars of a mortgage or charge

395

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

[2][][][]

Company number

05643248

Name of company

* EPH No 1 Limited (the "Chargor")

Date of creation of the charge

8 May 2006

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

GROUP DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

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

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (the "Security Agent") of
7th Floor, Bishopsgate Exchange, 155 Bishopsgate, London.

Postcode EC2M 3YB

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

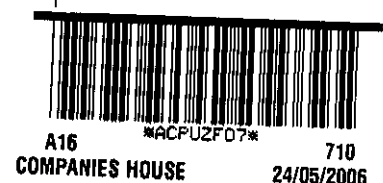
DLA Piper Rudnick Gray Cary UK LLP
3 Noble Street
London EC2V 7EE
Contact: Denise Phillips

69508.120088.9817090

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



DX
33866
Finsbury
SQ

Please see annexed continuation sheets.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

DL A Piper Rudnick Gray Cary UK LLP

Date

23 May 2006

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

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

Notes

† delete as appropriate

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

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

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

Company Number

05643248

Name of Company

EPH No 1 Limited ("**Chargor**")

1. GRANT OF SECURITY

1.1 Nature of security

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

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

1.2 Qualifying floating charge

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

2. FIXED SECURITY

2.1 Fixed charges

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

- (i) by way of first legal mortgage:
 - (a) the Real Property (if any) specified in part 1 of the schedule hereto (*Details of Security Assets*);
 - (b) all other Real Property (if any) at 8 May 2006 vested in, or charged to, the Chargor (not charged by clause 4.1 (a)(i) of the Deed); and

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

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

Company Number

05643248

Name of Company

EPH No 1 Limited ("**Chargor**")

(ii) by way of first fixed charge:

- (a) all other Real Property and all interests in Real Property (not charged by clause 4.1(a) of the Deed); and
- (b) all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (c) the benefit of any Chargor's interest (if any) in any rental deposit given or charged to any Chargor by the occupier of any Real Property;

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

(iv) by way of first fixed charge:

- (a) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) of the Deed); and
- (b) the benefit of all contracts, licences and warranties relating to the same;

(v) by way of first fixed charge:

- (a) the Charged Securities referred to in part 2 of the schedule attached hereto (*Details of Security Assets*); and
- (b) all other Charged Securities (not charged by clause 4.1(e)(i) of the Deed) including all of its membership interests in any limited liability partnership of which it is a member, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any

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

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

Company Number

05643248

Name of Company

EPH No 1 Limited ("**Chargor**")

time against any clearance or settlement system or any custodian in respect of any Charged Investments;

(vi) by way of fixed charge (insofar as not charged by clause 4.1(a) or 4.1(b) of the Deed the Rental Income;

(vii) by way of first fixed charge:

(a) the Accounts other than the General Account and all monies at any time standing to the credit of the Accounts; and

(b) all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by clause 4.1(g)(i) of the Deed) and all monies at any time standing to the credit of such accounts,

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

(viii) by way of first fixed charge:

(a) the Intellectual Property (if any) specified in part 3 of the schedule hereto (*Details of Security Assets*); and

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

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

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

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

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

Company Number

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Name of Company

EPH No 1 Limited ("**Chargor**")

- (a) *the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets; and*
- (b) *any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it; and*
- (xi) *by way of first fixed charge all of the goodwill and uncalled capital of the Chargor.*

2.2 Security assignments

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

- (i) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;
- (ii) all Insurances and all claims under the Insurances and all proceeds of the Insurances; and
- (iii) all of its membership interests in any limited liability partnership of which it is a member (to the extent not validly charged by clause 4.1 of the Deed);
- (iv) the Rental Income, all rights and remedies in connection with the Rental Income and all proceeds and claims arising therefrom (to the extent not validly charged by clause 4.1 of the Deed);
- (v) all other Receivables (not assigned under clauses 4.2(a) to 4.2(d) of the Deed).

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

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

Continuation sheet No 5
to Form No 395 and 410 (Scot)

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05643248

Name of Company

EPH No 1 Limited ("Chargor")

2.3 Assigned Assets

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

3. FLOATING CHARGE

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

- (i) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*) of the Deed, clause 4.2 (*Security assignments*) of the Deed or any other provision of the Deed;
- (ii) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland; and
- (iii) the General Account.

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Security Agent may, by written notice to the Chargor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if an Event of Default is continuing.

4.2 Small companies

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

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

Continuation sheet No 6
to Form No 395 and 410 (Scot)

Company Number

05643248

Name of Company

EPH No 1 Limited ("**Chargor**")

4.3 Automatic conversion

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

- (i) in relation to any Security Asset which is subject to the floating charge created by clause 5 of the Deed (*Floating charge*) if:
- (ii) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent; or
- (iii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (iv) over all Security Assets of the Chargor which are subject to the floating charge if an administrator is appointed in respect of the Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

4.4 Scottish property

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

4.5 Partial conversion

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

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

Continuation sheet No 7
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Name of Company

EPH No 1 Limited ("Chargor")

5. CONTINUING SECURITY

5.1 Continuing security

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

5.2 Additional and separate security

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

5.3 Right to enforce

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

6. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS

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

7. UNDERTAKINGS BY THE CHARGORS

7.1 Dealings with and realisation of Receivables

(i) The Chargor shall:

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**Particulars of a mortgage or charge
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Continuation sheet No 8
to Form No 395 and 410 (Scot)

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Name of Company

EPH No 1 Limited ("**Chargor**")

- (a) save as permitted by the Finance Documents not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable or Rental Income;

8. FURTHER ASSURANCES

8.1 Further action

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

- (i) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document;
- (ii) after the occurrence of an Event of Default which is continuing facilitating the realisation of any Security Asset;
- (iii) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset after the occurrence of an Event of Default which is continuing or provided by or pursuant to the Finance Documents or by law; or
- (iv) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document.

This includes (subject to any other provision of the Deed):

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

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**Particulars of a mortgage or charge
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Name of Company

EPH No 1 Limited ("Chargor")

- (b) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and
- (c) the giving of any notice, order or direction and the making of any filing or registration,

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

8.2 Specific security

Without prejudice to the generality of clause 19.1 (*Further action*) of the Deed, the Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*) of the Deed).

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

Continuation sheet No 10
to Form No 395 and 410 (Scot)

Company Number

05643248

Name of Company

EPH No 1 Limited ("**Chargor**")

DEFINITIONS

"Accounts" means:

- (a) the Rent Account;
- (b) the Covenant Cure Account;
- (c) the Mandatory Prepayment Account;
- (d) the Insurance Proceeds Account;

(each as defined in the Facilities Agreement)

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

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

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

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

"Charged Securities" means:

- (a) the securities specified in part 2 of the schedule hereto (*Details of Security Assets*); and
- (b) all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 8 May 2006) as at 8 May 2006 or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or

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**Particulars of a mortgage or charge
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Continuation sheet No 11
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Name of Company

EPH No 1 Limited ("**Chargor**")

clearance system on its behalf or in which such Chargor has an interest at any time;

"Chargors" means:

- (a) the Initial Chargors; and
- (b) any other company which accedes to the Deed pursuant to an Accession Deed (as defined in the Deed);

"Company" means Esporta PH LLP with CRN: OC317199;

"Debenture Security" means the Security created or evidenced by or pursuant to the Deed or any Accession Deed;

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

"Event of Default" means any event or circumstance specified as such in clause 25 (*Events of Default*) of the Facilities Agreement;

"Facilities Agreement" means the sterling term facilities agreement dated 8 February 2006 entered into between (1) Esporta PH LLP (as the Company), (2) the entities listed in part 1 of schedule 1 to that agreement (as Original Borrowers), (3) The Governor and Company of the Bank of Scotland (as Arranger), (4) the financial institutions listed in part 2 of schedule 1 to that agreement (as the Original Lenders), (5) The Governor and Company of the Bank of Scotland (as Agent) and (6) The Governor and Company of the Bank of Scotland (as Security Agent) as amended by an amendment and restatement agreement dated 8 May 2006 entered into between (1) Esporta PH LLP (as the Company), (2) Esporta PH LLP (as Original Borrower) and (3) The Governor and Company of the Bank of Scotland (as Agent) pursuant to which the Original Lenders agreed to make certain facilities available to the Company;

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Particulars of a mortgage or charge
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Continuation sheet No 12
to Form No 395 and 410 (Scot)

Company Number

05643248

Name of Company

EPH No 1 Limited ("Chargor")

"Finance Documents" means the "Finance Documents" as defined in the Opco Facilities Agreement;

"General Account" means a current account:

(a) held in the United Kingdom by the Company with the Agent or Security Agent and designated the "General Account" ;

(b) subject to Security in favour of the Security Agent which Security is in a form and substance satisfactory to the Agent and Security Agent (each acting reasonably); and

(c) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time);

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

"Initial Chargors" means the companies listed in schedule 1 of the Deed;

"Intercreditor Agreement" means the intercreditor agreement and made between, among others, the Company, the other Obligors, The Governor and Company of the Bank of Scotland as Security Agent, as Agent, as Opco Security Agent and as Opco Agent, the Lenders (as Propco Lenders), the Hedge Counterparty (as defined in the Facilities Agreement), the parties listed in part 2 of schedule 1 of that agreement as Intra-Group Creditors and the Financial Institutions listed in part 3 of schedule 1 of that agreement as Opco Finance Parties;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest (including, without limitation) the policies of insurance (if any) specified in part 4 of the schedule hereto (*Details of Security Assets*));

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**Particulars of a mortgage or charge
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Continuation sheet No 13
to Form No 395 and 410 (Scot)

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Name of Company

EPH No 1 Limited ("**Chargor**")

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

- (a) any patents, registered and unregistered trade marks and service marks, registered designs, utility models, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names; and
- (b) the benefit of all applications for, all rights to use, and any other rights of every kind deriving from or through the exploitation of, any of assets mentioned in paragraph (a) of this definition,

(including, without limitation, the intellectual property rights (if any) specified in part 3 of the schedule hereto (*Details of Security Assets*));

"Obligor" means a Borrower, a Guarantor, an Owner, a Propco Member or a Hampshire Member (each as defined in the Facilities Agreement);

"Opco Facilities Agreement" means the senior sterling term and multicurrency revolving facilities agreement dated 8 February 2006, as amended by an amendment letter dated 10 March 2006, an amendment letter dated 24 April 2006 and as amended and restated by an amendment and restatement agreement dated 8 May 2006 entered into between (1) Esporta Group Limited (as the Holdco), (2) New Esporta Holding Limited (as the Midco), (3) Health and Fitness Holdings Limited (as the Company), (4) the companies listed in part 1 of schedule 1 to that agreement as Original Borrowers, (5) the companies listed in part 1 of schedule 1 to that agreement as Original Guarantors, (6) The Governor and Company of the Bank of Scotland (as Arranger), (7) the financial institutions listed in part 2 and part 3 of schedule 1 to that agreement as Original Lenders, (8) The Governor and Company of the Bank of Scotland (as Agent), (9) The Governor and Company of the Bank of Scotland (as Security Agent), (10) The Governor and Company of the Bank of Scotland (as Original Issuing Bank) and (11) The Governor and Company of the Bank of Scotland (as LNG Bank) pursuant to which the Lenders agreed to make certain facilities

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

Continuation sheet No 14
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Company Number

05643248

Name of Company

EPH No 1 Limited ("Chargor")

available to the Borrowers (each term used in this definition as defined under that agreement);

"Permitted Security" means any Security:

- (a) arising by virtue of the Transaction Security Documents or the Opco Security Documents (as defined in the Facilities Agreement);
- (b) constituted by title retention arrangements in relation to goods acquired by the Company in connection with the Original Properties (as defined in the Facilities Agreement)(but which do not form part of the Original Properties); and
- (c) created with the prior consent of the Majority Lenders (as defined in the Facilities Agreement);

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

- (a) all buildings and fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery forming part of that freehold, leasehold or immovable property;
- (b) all easements, servitudes, rights and agreements in respect thereof;
- (c) all proceeds of the whole or any part sale of that property; and
- (d) the benefit of all covenants given in respect thereof;

"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 Chargor (whether actual or

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

Continuation sheet No 15
to Form No 395 and 410 (Scot)

Company Number

05643248

Name of Company

EPH No 1 Limited ("**Chargor**")

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;

other than Rental Income (as defined in the Facilities Agreement) and any sums due under any Hedging Agreement (as defined in the Facilities Agreement).

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

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

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means:

- (a) each Hedging Agreement; or
- (b) each agreement specified in any Accession Deed as a "Material Contract"

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

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

Continuation sheet No 16
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Company Number

05643248

Name of Company

EPH No 1 Limited ("**Chargor**")

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

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

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

"Security Period" means the period beginning 8 May 2006 and ending on the date on which the Security Agent releases and discharges the Transaction Security Documents (as defined in the Opco Facilities Agreement) and any related Security (including any guarantee or indemnity) in accordance with clause 17.18 (*Propco Releases*) of the Intercreditor Agreement.

"Transaction Security Documents" means

- (a) the Deed;
- (b) the Facilities Agreement;
- (c) the Intercreditor Agreement;
- (d) the Scottish Security (as defined in the Facilities Agreement);
- (e) the Deeds of Priorities (as defined in the Facilities Agreement);
- (f) a share charge over the shares in EPH No. 1 Limited and EPH No. 2 Limited

together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document.

SCHEDULE

Details of Security Assets

Part 1 - Real Property

None

Part 2 - Charged Securities

Chargor	Name of company in which the Chargor is a Member	Member reference number (if LLP)
EPH No 1 Limited	Esporta PH LLP	67215
EPH No 1 Limited	Esporta Hampshire PH LLP	67215

Part 3 - Intellectual Property

None

Part 4 - Insurances

None

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05643248

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED THE 8th MAY 2006 AND CREATED BY EPH NO 1 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR AND/OR MEMBER OF THE GROUP TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (THE SECURITY AGENT) AND/OR THE OTHER SECURED PARTIES OR ANY OF THEM ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th MAY 2006.

Dxmm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES