

# M

COMPANIES FORM No. 395

130276/91

## Particulars of a mortgage or charge

# 395

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

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

Company number

3111

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)

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 (the "Secured Obligations").

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

The Governor and Company of the Bank of Scotland (as security trustee for the Secured Parties (in such capacity, the "Security Agent") 7th Floor Bishopsgate Exchange 155 Bishopsgate

Postcode EC2M 3YB

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

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

Ref: EBS/69508/120088

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



A21  
COMPANIES HOUSE

741  
25/05/2006

Please see attached continuation sheet.

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 

Date 24/5/06

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

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

## Notes

† 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

**COMPANIES FORM No. 395**

**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")

**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

**1. FIXED SECURITY**

**1.1 Fixed charges**

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

- (a) by way of first legal mortgage:
  - (i) the Real Property (if any) specified in part 1 of the schedule hereto;
  - (ii) all other Real Property (if any) at the date of the Deed vested in, or charged to, the Chargor (not charged by clause 4.1(a)(i) of the Deed); and
- (b) by way of first fixed charge:
  - (i) all other Real Property and all interests in Real Property (not charged by clause 4.1(a) of the Deed); and
  - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land;
  - (iii) the benefit of the Chargor's interest (if any) in any rental deposit given or charged to the Chargor by the occupier of any Real Property;
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of first fixed charge:
  - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) of the Deed); and

**COMPANIES FORM No. 395**

**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) the benefit of all contracts, licences and warranties relating to the same;
- (e) by way of first fixed charge:
  - (i) the Charged Securities referred to in part 2 of the schedule hereto; and
  - (ii) all other Charged Securities (not charged by clause 4.1(e)(i) of the Deed) including all of its membership interests in any limited liability partnership of which it is a member, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
- (f) by way of fixed charge (insofar as not charged by clause 4.1(a) or 4.1(b) of the Deed) the Rental Income;
- (g) by way of first fixed charge:
  - (i) the Accounts other than the General Account and all monies at any time standing to the credit of the Accounts; and
  - (ii) 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;
- (h) by way of first fixed charge:
  - (i) the Intellectual Property (if any) specified in part 4 of the schedule hereto; and
  - (ii) all other Intellectual Property (if any) (not charged by clause 4.1(h)(i) of the Deed);

**COMPANIES FORM No. 395**

**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")

- (i) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 of the Deed, by way of first fixed charge such Assigned Asset;
- (j) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):
  - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets; and
  - (ii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it; and
- (k) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor.

**1.2 Security assignments**

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

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;
- (b) all Insurances and all claims under the Insurances and all proceeds of the Insurances; and
- (c) 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);
- (d) 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);
- (e) all other Receivables (not assigned under clauses 4.2(a) to 4.2(d) of the Deed).

**COMPANIES FORM No. 395**

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

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

Company Number

05643248

Name of Company

EPH No 1 Limited ("Chargor")

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.

**1.3 Leasehold interests containing prohibition on charging**

- (a) Until the relevant consent shall have been obtained, there shall be excluded from the charges created by clause 4.1 (and the further assurance provisions set out in clause 19) any leasehold property held by the Chargor under a lease and any other property where the freehold is not owned where (i) the terms of such lease or other arrangement either preclude absolutely the relevant Chargor from creating any charge over its leasehold or other interest in such property, or require the consent of any third party prior to the creation of such charge and (ii) such consent shall not have been previously obtained (each an "Excluded Property");
- (b) With regard to each Excluded Property, the relevant Chargor hereby undertakes within 90 days of the date of the Deed to make application for the consent of the third party from whom consent is required and, in respect of each lease which provides that the relevant third party may not unreasonably withhold its consent (each such Excluded Property in respect of which a relevant third party may not unreasonably withhold its consent to the creation of security, hereinafter referred to as a ("Relevant Property")) to use all its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations with such third parties; and
- (c) Immediately upon receipt of any such third party consent, the relevant Excluded Property shall thereupon be charged to the Security Agent pursuant to the terms of clause 4.1 (or, as the case may be, clause 19). If required by the Security Agent in respect of any Excluded Property, at any time following receipt of such consent or, in respect of any Relevant Property, either at the reasonable request of the Security agent or after an Event of Default which is continuing, the relevant Chargor will execute a legal mortgage in favour of, and in such form as is required by, the Security Agent, subject only to the same containing terms and conditions which are no more onerous than those contained in the Deed.

**COMPANIES FORM No. 395**

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

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

Company Number

05643248

Name of Company

EPH No 1 Limited ("Chargor")

**2. FLOATING CHARGE**

The Chargor charges and agrees to charge by way of first floating charge all of its present and future:

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

**3. CONVERSION OF FLOATING CHARGE**

**3.1 Conversion by notice**

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

**3.2 Small companies**

The floating charge created under the Deed by any 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 such Chargor.

**3.3 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:

**COMPANIES FORM No. 395**

**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")

- (a) in relation to any Security Asset which is subject to the floating charge created by clause 5 of the Deed if:
  - (i) such 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
  - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of a Chargor which are subject to the floating charge if an administrator is appointed in respect of such Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

**3.4 Scottish property**

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

**3.5 Partial conversion**

The giving of a notice by the Security Agent pursuant to clause 6.1 of the Deed in relation to any class of assets of any 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.

**4. CONTINUING SECURITY**

**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.



**COMPANIES FORM No. 395**

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

Continuation sheet No 7  
to Form No 395 and 410 (Scot)

Company Number

05643248

Name of Company

EPH No 1 Limited ("Chargor")

**5. GRANT OF SECURITY**

**5.1 Nature of security**

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

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

**5.2 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).

**6. NEGATIVE PLEDGE**

The Chargor shall, 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;

**7. FURTHER ASSURANCES**

**7.1 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:

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

**COMPANIES FORM No. 395**

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

Continuation sheet No 8  
to Form No 395 and 410 (Scot)

Company Number

05643248

Name of Company

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

- (b) after the occurrence of an Event of Default which is continuing facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset after the occurrence of an Event of Default which is continuing or provided by or pursuant to the Finance Documents or by law; or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the 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):

- (i) the re-execution of the Deed or such Transaction Security Document;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

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

**7.2 Specific security**

Without prejudice to the generality of clause 19.1 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 of the Deed.

**COMPANIES FORM No. 395**

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

Continuation sheet No 9  
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;

(all terms as more particularly defined in the Facilities Agreement);

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 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; 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 the date of the Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time;

**"Chargors"** means:

- (a) the Initial Chargors; and

**COMPANIES FORM No. 395**

**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**")

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

**"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 of the Facilities Agreement;

**"Facilities Agreement"** means the Sterling term facilities agreement dated 8th 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;

**"Finance Document"** means this Agreement, the Mandate Letter, any Accession Letter, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, the Deed of Priorities, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Company (all terms as more particularly defined in the 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

**COMPANIES FORM No. 395**

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

Continuation sheet No 11  
to Form No 395 and 410 (Scot)

Company Number

05643248

Name of Company

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

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

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

(all terms as more particularly defined in the Facilities Agreement);

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

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to all of the Facilities (all terms as more particularly defined in the Facilities Agreement);

**"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);

**"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);

**"Initial Chargors"** means Esporta PH LLP registered number OC317199, EPH No 1 Limited registered number O5643248, EPH No 2 Limited registered number O5643261, Esporta PH No 1

**COMPANIES FORM No. 395**

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

Continuation sheet No 12  
to Form No 395 and 410 (Scot)

Company Number

05643248

Name of Company

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

LLP registered number OC317636, Esporta PH No 2 LLP registered number OC317637, Esporta PH No 3 LLP registered number OC317638 and Esporta Hampshire PH LLP registered number OC318365;

**"Obligor"** means a Borrower, a Guarantor, an Owner, a Propco Member or a Hampshire Member (all terms as more particularly defined in the Facilities Agreement);

**"Permitted Security"** means any Security:

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

(all terms as more particularly defined in the Facilities Agreement);

**"Real Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now 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), 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 contingent and whether arising under contract or in any other manner whatsoever) together with:

**COMPANIES FORM No. 395**

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

Continuation sheet No 13  
to Form No 395 and 410 (Scot)

Company Number

05643248

Name of Company

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

- (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 and any sums due under any Hedging 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;

**"Rental Income"** means all amounts payable to or for the benefit of an Owner arising from the letting, use or occupation of the Original Properties including (but without double counting):

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as security for performance of any Tenant's obligations;
- (c) any other monies payable in respect of use and/or occupation;

**COMPANIES FORM No. 395**

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

Continuation sheet No 14  
to Form No 395 and 410 (Scot)

Company Number

05643248

Name of Company

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

- (d) any sum allowed or apportionment made in respect of rent in favour of the purchaser of any original property;
- (e) proceeds of insurance in respect of loss of rent;
- (f) receipts from or the value of consideration given for the surrender or variation of any letting;
- (g) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, any original property;
- (h) proceeds paid for a breach of covenant under any occupational lease and for expenses incurred in relation to any such breach;
- (i) any contribution to a sinking fund paid by a Tenant;
- (j) any contribution by a tenant of any Original Property to ground rent due under any Headlease;
- (k) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
- (l) interest, damages or compensation in respect of any of the items in this definition;

*(all terms as more particularly defined in the Facilities Agreement);*

**"Secured Parties"** has the meaning given to that term in the 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 on the 8 May 2006 and ending on the date on which:



**COMPANIES FORM No. 395**

**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**")

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents.

**"Transaction Security Documents"** means

- (a) the Debenture (as defined in the Facilities Agreement);
- (b) the Facilities Agreement;
- (c) the Intercreditor Agreement (as defined in the Facilities 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.

**COMPANIES FORM No. 395****Particulars of a mortgage or charge  
(continued)**Continuation sheet No 16  
to Form No 395 and 410 (Scot)

Company Number

05643248

Name of Company

EPH No 1 Limited ("Chargor")

**SCHEDULE****Details of Security Assets****Part 1 - Real Property**

<b>Registered land</b>			
<b>Chargor</b>	<b>Address</b>	<b>County/District/ London borough</b>	<b>Title number (Freehold/ leasehold)</b>
Esporta PH LLP	Imperial Way, Croydon	Surrey	SGL454522 Leasehold
Esporta PH LLP	Llandarcy Park Neath	Swansea	CYM43829, WA953690 Leasehold
Esporta PH LLP	Bowlee Park, Heywood, Old Road, Middleton, Manchester	Manchester	GM751251 Leasehold
Esporta PH LLP	Riverside Health and Fitness Club, Ducks Hill Road, Northwood, Middlesex and land to the south east of White Hill, Northwood, Middlesex and land lying to the west of Ducks Hill Road, Ruislip	Middlesex	NGL64709, NGL223145, NGL57858 Freehold
Esporta PH LLP	Clearview Health and Racquet Club, land and buildings at Little Warley Hall Lane, Little Warley CM13 3EN	Essex	EX651904 Freehold

**COMPANIES FORM No. 395****Particulars of a mortgage or charge  
(continued)**Continuation sheet No 17  
to Form No 395 and 410 (Scot)

Company Number

05643248

Name of Company

EPH No 1 Limited ("Chargor")

<b>Registered land</b>			
<b>Chargor</b>	<b>Address</b>	<b>County/District/ London borough</b>	<b>Title number (Freehold/ leasehold)</b>
Esporta PH LLP	Esporta Health Club, Sopers Lane, Creekmore, Poole	Dorset	DT233748 Freehold
Esporta PH LLP	Devonshire Health and Racquet Club, land and buildings on the south side of Plymbridge Lane, Derriford, Plymouth PL6 8BD	Devon	DN455858 Leasehold
Esporta PH LLP	Bracknell Tennis Centre, Nine Mile Ride, Bracknell, Berkshire, RG12 7PB	Berkshire	BK306965 Leasehold
Esporta Hampshire PH LLP	Hampshire Tennis & Health Club, Botley Road, Westend, Southampton SO30 3XA	Hampshire	HP484107 Leasehold
Esporta PH LLP	Sunderland Tennis & Racquet Club, Camberwell Way, Doxford, Sunderland SR3 3XN	Tyne & Wear	TY361757 Leasehold
Esporta PH LLP	Esporta Health & Racquets Club, land to the north and north east of Abbey Road, Whitley, Coventry CV3 4BJ	Warwickshire	WM634482 Leasehold
Esporta PH LLP	Part of the Ocean Park Centre, Ocean Way, Cardiff CF24 5HF	Cardiff	CYM18764, CYM74046 Leasehold

**COMPANIES FORM No. 395****Particulars of a mortgage or charge  
(continued)**Continuation sheet No 18  
to Form No 395 and 410 (Scot)

Company Number

05643248

Name of Company

EPH No 1 Limited ("Chargor")

**Part 2 - Charged Securities**

<b>Chargor</b>	<b>Name of company in which the Chargor is a Member</b>	<b>Member reference number (if LLP)</b>
EPH No 1 Limited	Esporta PH LLP	67215
EPH No 2 Limited	Esporta PH LLP	67216
Esporta PH No 1 LLP	Esporta PH LLP	71641
Esporta PH No 2 LLP	Esporta PH LLP	71639
Esporta PH No 3 LLP	Esporta PH LLP	71642
EPH No 1 Limited	Esporta Hampshire PH LLP	67215
EPH No 2 Limited	Esporta Hampshire PH LLP	67216
Esporta PH No 1 LLP	Esporta Hampshire PH LLP	71641
Esporta PH No 2 LLP	Esporta Hampshire PH LLP	71639
Esporta PH No 3 LLP	Esporta Hampshire PH LLP	71642

**Part 3 - Intellectual Property**

[None]

**COMPANIES FORM No. 395**

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

Continuation sheet No 19  
to Form No 395 and 410 (Scot)

Company Number

05643248

Name of Company

EPH No 1 Limited ("Chargor")

**Part 4 - Insurances**

<b>Chargor</b>	<b>Insurer</b>	<b>Policy number</b>
Esporta PH LLP	Norwich Union Insurance	24175067CPO
Esporta Hampshire PH LLP	Norwich Union Insurance	24175070CPO

FILE COPY



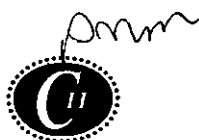
## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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 DEBENTURE DATED THE 8th MAY 2006 AND CREATED BY EPH NO 1 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY PRESENT OR FUTURE OBLIGOR AND/OR MEMBER OF THE GROUP TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (AS SECURITY TRUSTEE FOR THE SECURED PARTIES (IN SUCH CAPACITY, THE SECURITY AGENT) AND/OR THE OTHER SECURED PARTIES (OR ANY OF THEM) 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 25th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th MAY 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES