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COMPANIES FORM No 395

128344/221

Particulars of a mortgage or charge

395

CHFP000

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

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

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

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

For Official use

Company Number

4

05643248

Name of Company

*insert full name of
company

EPH No 1 Limited (the "Company")

Date of creation of the charge

18 June 2009

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

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Société Générale as Security Agent for the benefit of the Secured Parties

SG House, 41 Tower Hill, London

Postcode

EC3N 4SG

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

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Ref: Claire Watson/Louisa Noël

Time critical reference

Please return
via
CH London Courier

For official Use
Mortgage Section

Post room

FRIDAY



LD5

L4GVTB15

26/06/2009

COMPANIES HOUSE

65

(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)

Nil

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed *Linklaters LLP*

Date *26 JUNE 2009*

On behalf of company

Note

[†] 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, e.g. "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 including 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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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Name of Company

EPH No 1 Limited

Company Number

05643248

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

Fixed and Floating Security Document (the "**Security Document**") dated 18 June 2009 between the Company, Esporta PH LLP, Esporta Hampshire PH LLP, Esporta PH CRG LLP, Esporta PH No1 LLP, Esporta PH No2 LLP, Esporta PH No3 LLP, EPH No 2 Limited, Dollview Limited, Invicta Leisure Limited, Esporta (DSCH) Limited, Esporta (DSCLI) Limited, Health and Fitness Holdings Limited and Esporta Property Holdings Limited as the chargors (the "**Chargors**") and Société Générale as security agent for the benefit of the Secured Parties (the "**Security Agent**", which expression includes its successors in title, permitted assigns and permitted transferees).

Name of Company

EPH No 1 Limited

Company Number

05643248

Amount secured by the mortgage or charge

The "**Liabilities**", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company or any other Obligor to any Secured Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

Short particulars of all the property mortgaged or charged**1 Fixed Charges**

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or of any other Chargor), charged in favour of the Security Agent (as trustee for the Secured Parties):

1.1 Present Real Property: by way of first legal mortgage, all Real Property in England and Wales (including that described in Part 1 of Schedule 3 (*Real Property*) to the Security Document, as set out in Note (3) below in relation to the Company, but subject to the provisions of Clause 3.5 (*Landlord's consent*) of the Security Document in relation to each Consent Property) belonging to it at the date of the Security Document.

1.2 Future Real Property: by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Security Document and all Real Property acquired by it in the future.

1.3 Other Assets: by way of first fixed charge, all its present and future:

- (a) Book Debts;
- (b) Bank Accounts;
- (c) uncalled capital and goodwill;
- (d) Intellectual Property;
- (e) beneficial interest in any pension fund;
- (f) right, title and benefit in and to the Reports;
- (g) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of Clause 3 (*Fixed Charges*) of the Security Document (as described in paragraphs 1.1 (*Present Real Property*) or 1.2 (*Future Real Property*) above);
- (h) (to the extent that they are not subject to an effective assignment under Clause 4.1 (*Assignments*) of the Security Document (as described in paragraph 3 (*Assignments*) below)) rights under any contract or other document relating to or in any way connected with the appointment of any managing agent of any Real Property;
- (i) (to the extent that they are not subject to an effective assignment under Clause 4.1 (*Assignments*) of the Security Document (as described in paragraph 3 (*Assignments*) below)) rights under any agreement relating to the purchase of Real Property;
- (j) rights under any agreement for the sale of any Charged Asset;
- (k) benefit of all present and future Authorisations held in connection with its business or the use of any Charged Asset specified in any other sub-paragraph of Clause 3 (*Fixed Charge*) of the Security Document (as described in this paragraph 1) and the right to recover and receive all compensation which may be payable in respect of them;
- (l) interest in the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery, equipment, fixtures and fittings at the date of the Security Document or in future on the Real Property and/or by any other person under contract with or under a duty to each Chargor in respect of them;
- (m) future easements and other rights at any time vested in, or conferred on, each Chargor in connection with or otherwise for the benefit of the Charged Assets;

Short particulars of all the property mortgaged or charged

- (n) (to the extent that they are not subject to an effective assignment under Clause 4.1 (*Assignments*) of the Security Document (as described in paragraph 3 (*Assignments*) below)) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits;
- (o) (to the extent that they are not subject to an effective assignment under Clause 4.1 (*Assignments*) of the Security Document (as described in paragraph 3 (*Assignments*) below)) all rights under any Hedging Document;
- (p) (to the extent that they are not subject to an effective assignment under Clause 4.1 (*Assignments*) of the Security Document (as described in paragraph 3 (*Assignments*) below)) all rights under each Lease Document;
- (q) (to the extent that they are not subject to an effective assignment under Clause 4.1 (*Assignments*) of the Security Document (as described in paragraph 3 (*Assignments*) below)) rights under any agreement relating to the development and refurbishment of Real Property; and
- (r) (to the extent that they are not subject to an effective assignment under Clause 4.1 (*Assignments*) of the Security Document (as described in paragraph 3 (*Assignments*) below)) rights under any agreement relating to Rental Income.

2 Fixed Security over Investments, Shares and Membership Interests

The Company as continuing security for the payment, discharge and performance of the Liabilities at any time owed or due to any of the Secured Parties charged in favour of the Security Agent:

- (a) by way of first fixed charge all Investments held at the date of the Security Document or in the future by it and/or any nominee on its behalf;
- (b) by way of first fixed charge all Shares held at the date of the Security Document or in the future by it and/or any nominee on its behalf; and
- (c) by way of first fixed charge all Membership Interests held at the date of the Security Document or in the future by it and/or any nominee on its behalf.

3 Assignments

The Company as continuing security for the payment, discharge and performance of the Liabilities (whether of the Company or any other Chargor) at any time owed or due to any Secured Party assigned (with a proviso for reassignment in accordance with Clause 24.1 (*Final Redemption*) of the Security Document) with full title guarantee to the Security Agent absolutely all its present and future right, title, interest and benefit (if any) in and to:

- (a) each Acquisition Document;
- (b) the Investor Debt;
- (c) each Hedging Document;
- (d) other than any assets effectively charged in Clause 3.2 (*Fixed Security over Investments, Shares and Membership Interests*) of the Security Document (as described in paragraph 2 above), its Membership Interests and its interests in and under any Membership Agreement to which it is a party, including all moneys which at any time may be or become payable to the Company pursuant to any Membership Agreement and the

Short particulars of all the property mortgaged or charged

proceeds of any claims, awards and judgments which may at any time be receivable or received by the Company pursuant thereto;

- (e) all Rental Income;
- (f) all Disposal Proceeds;
- (g) any guarantee of Rental Income contained in or relating to a Lease Document;
- (h) any agreements and contracts relating to Real Property (including any Lease Documents), including all moneys payable to the Company;
- (i) any claims, awards and judgments in favour of the Company, under or in connection with any Transaction Documents and any agreements or contracts relating to Real Property;
- (j) all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances); and
- (k) its Real Property (except those charged by paragraphs (a) and (b) of Clause 3.1 (*Fixed Security over Real Property and other Specific Assets*) of the Security Document (as described in paragraph 2 above), including all rights against all past, present and future undertenants of its Real Property and their respective guarantors and sureties.

To the extent that any such right, title, interest or benefit described in Clause 4.1 of the Security Document (as set out in paragraph 3 (*Assignments*) above) is not assignable or capable of assignment, such assignment purported to be effected by Clause 4.1 of the Security Document shall operate as an assignment of any and all proceeds, damages, compensation, remuneration, profit or income which the Company may derive from such right, title, interest or benefit or be awarded or entitled to in respect thereof in each case as continuing security for the payment, discharge and performance of the Liabilities (whether of the Company or any other Chargor) at any time owed or due to any Secured Party.

4 Floating Charge

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor), charged in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge all of its present and future:

- (a) undertaking and all its assets (including assets expressed to be charged by Clause 3 (*Fixed charges*) (as described in paragraphs 1 and 2 above) or assigned by Clause 4 (*Assignments*) of the Security Document (as described in paragraph 3 above)); and
- (b) (whether or not effectively so charged) heritable property and all other property and assets in Scotland.

Note (1): The Security Document provides that:

1 Security

The Company shall not create or permit to subsist any Security over any Charged Asset nor do anything else prohibited by Clause 21.4 (*Negative Pledge*) of the Facilities Agreement, except as permitted by that clause.

2 Disposal

The Company shall not (nor shall it agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license,

Short particulars of all the property mortgaged or charged

sub-license, transfer or otherwise dispose of any Charged Asset except as permitted in Clause 21.5 (*Disposals*) of the Facilities Agreement.

3 Conversion by Notice

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

- (a) if it considers it necessary 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.

4 Automatic conversion**4.1 If:**

- (a) the Company takes any step to create any Security, other than any permitted Security under Clause 21.4 (*Negative Pledge*) of the Facilities Agreement, in breach of Clause 6.1 (*Security*) of the Security Document 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,

without the prior written consent of the Security Agent, the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

- 4.2** Paragraph (a) of Clause 5.5 of the Security Document (as described in paragraph 4.1 above) above 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.

5 Miscellaneous

A reference in the Security Document to a Charge of any freehold or leasehold property includes:

- (a) all buildings and Fixtures on that property;
- (b) the proceeds of sale of any part of that property; and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any moneys paid or payable in respect of those covenants.

Note (2): In this Form, except to the extent that the context requires otherwise:

any reference to "**assets**" includes present and future properties, revenues and rights of every description.

"**A/B Intercreditor Agreement**" means the intercreditor agreement dated 18 June 2009 Agreement between, amongst others, the Lenders, the Borrowers, the Original Guarantors and the Security Agent.

"**Accession Letter**" means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*) to the Facilities Agreement.

Short particulars of all the property mortgaged or charged

"Accounts" means the General Account, each Notional Tax Account, each Prepayment Account, each Rectification Account, each Rent Account (each as defined in the Facilities Agreement) and any other bank account designated as such by the Agent and the Company.

"Acquisition Documents" has the meaning given to that term in the Facilities Agreement.

"Agent" means Société Générale, a company incorporated in France and acting through its London Branch (registered number BR000021) which has its principal office at SG House, 41 Tower Hill, London EC3N 4SG as agent of the other Finance Parties, which expression includes its successors in title, permitted assigns and permitted transferees.

"Agreement for Lease" means an agreement to grant an Occupational Lease.

"Arranger" means Société Générale, a company incorporated in France and acting through its London Branch (registered number BR000021) which has its principal office at SG House, 41 Tower Hill, London EC3N 4SG as mandated lead arranger, which expression includes its successors in title, permitted assigns and permitted transferees.

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

"Bank Accounts" of the Company means:

- (a) the Accounts;
- (b) all current, deposit or other accounts (excluding the Receivables Account) with any bank or financial institution in which it at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Document or in the future standing to the credit of or accrued or accruing on those accounts.

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

"Borrower" means Esporta PH LLP, Esporta Hampshire PH LLP and Esporta PH CRG LLP.

"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 the Security Document.

"Company Intra-Group Loan Agreement" means the loan agreement dated 18 June 2009 between certain members of the Group pursuant to which those members of the Group have made or will make loans available to each other.

"Consent Properties" means the following properties:

- (i) Cardiff, Ocean Way with registered numbers CYM18764 and CYM74086;
- (ii) Croydon, Hannibal Way with registered number SG2454522; and
- (iii) Warwickshire, Abbey Road with registered number WM634482.

"Disposal Proceeds" means all sums paid or payable or any other consideration given or to be given in money or money's worth for the disposal of the Company's interest in all or part of a Charged Asset or the

Short particulars of all the property mortgaged or charged

raising of any Financial Indebtedness to refinance a Facility (both terms as defined in the Facilities Agreement) including (without limitation):

- (a) all such sums and other consideration of a capital nature;
- (b) all compensation and damages received for any use or disturbance, blight or compulsory purchase; and
- (c) the cash value of any apportionment of any Rental Income or other sum given or made to any purchaser or other person upon such disposal.

"Duty of Care Agreement" means any duty of care agreement entered into or to be entered into between an Obligor, a Managing Agent (as defined in the Facilities Agreement), the Agent and the Security Agent in relation to the management of a Property.

"Enforcement Event" means an Event of Default which is continuing.

"Event of Default" means any event or circumstance specified as such in Clause 24 (*Events of Default*) of the Facilities Agreement.

"Facilities Agreement" means the facilities agreement 18 June 2009 between, among others, Esporta Property Holdings Limited, the entities named in it as Borrowers, the entities named in it as Original Guarantors, the Arranger, the Original Lender, the Hedging Bank, the Agent and the Security Agent.

"Fee Letter" means any letter or letters dated 18 June 2009 between, among others, the Arranger and the Borrowers or the Agent and the Borrowers setting out any of the fees referred to in Clause 11 (*Fees*) of the Facilities Agreement.

"Finance Document" means the Facilities Agreement, any Accession Letter, any Security Document (as defined in the Facilities Agreement), any Hedging Document, any Duty of Care Agreement, the Intercreditor Agreement, the A/B Intercreditor Agreement, the Investor Report Recoveries Letter (as defined in the Facilities Agreement), any Fee Letter and any other document designated as a "Finance Document" by the Agent and Esporta Property Holdings Limited.

any reference 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 onerously) 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.

"Finance Party" means the Agent, the Arranger, the Security Agent or a Lender, each such expression being construed as including its successors in title, permitted assigns and permitted transferees.

"Fixtures" means fixtures, fittings (other than fixtures and fittings of any lessee, licensee or other occupier under any Occupational Lease and trade fixtures and fittings) and fixed plant, machinery and apparatus.

"Group" has the meaning given to that term in the Facilities Agreement.

"Guarantor" has the meaning given to that term in the Facilities Agreement.

"Head Lease" means a lease, if any, pursuant to which title to a Real Property is vested in the Company.

"Hedging Document" means the documents, including a 1992 ISDA Master Agreement (as defined in Schedule 9 (*Hedging Bank provisions*) of the Facilities Agreement) to be entered into between a member of the Group and the Hedging Bank for the purpose of effecting (and maintaining in effect) the hedging against interest rate risks required by the Facilities Agreement.

Short particulars of all the property mortgaged or charged

"Hedging Bank" means Société Générale, a financial institution incorporated in France having its registered office at 29, boulevard Haussmann 75009 Paris, registered under the commercial and companies registry of Paris under number 552 120 222, which expression being construed as including its successors in title, permitted assigns and permitted transferees.

"Insurances" of the Company means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of it or (to the extent of its interest) in which it at the date of the Security Document or in the future has an interest.

"Intellectual Property" of the 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 at the date of the Security Document or in the future owns or (to the extent of its interest) in which it at the date of the Security Document 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 18 June 2009 and made between amongst others, the Agent, the Security Agent, the Hedging Bank, Esporta Property Holdings Limited, the Investor, the Original Lender and the Obligors.

"Investments" of the Company means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, interests as a member of a limited liability partnership (including, for avoidance of doubt, the Shares and Membership Interests), 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 at the date of the Security Document or in the future owned by the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest.

"Investor" means New Esporta Holding Limited, a company incorporated under the laws of England and Wales, with registered number 05663645.

"Investor Debt" means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor to the Investor, including any dividends and any advisory, monitoring or management fee (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise), together with any related Additional Debt (as defined in the Facilities Agreement).

"Lease Document" means:

- (a) an Agreement for Lease; or

Short particulars of all the property mortgaged or charged

(b) an Occupational Lease.

"**Lender**" has the meaning given to that term in the Facilities Agreement.

"**Member**" means a member of any Propco LLP, as set out in the relevant Membership Agreement.

"**Membership Agreement**" means each agreement listed in Part III of Schedule 4 (*Membership Agreements*) to the Security Document (as listed in Note (6) below in relation to the Company).

"**Membership Interest**" means in respect of the Company, all of its rights, title, interest and benefit, present and future, in and to any Membership Agreement to which it is a party and all of its interests as a Member (under the Limited Liability Partnership Act 2000 or other law or regulation relating to limited liability partnerships), including the right to receive payment of any amounts which may become payable to it under any Membership Agreement or in respect of any Propco LLP and all payments received by it thereunder or in respect thereof including, without limitation, all rights to serve notices and/or make demands under any Membership Agreement and/or take such steps as are required to cause payments to become due and payable under any Membership Agreement or in respect of any Propco LLP and all rights of action in respect of any breach of any Membership Agreement and all rights to receive damages or obtain relief in respect thereof, but excluding any payment of profits or distribution of assets which has been made pursuant to and in accordance with the Finance Documents, as set out in Part I of Schedule 4 (*Membership Interests*) to the Security Document (as listed in Note (4) below in relation to the Company).

"**Notional Tax Account**" means any account maintained in accordance with paragraph (a)(iv) of Clause 23 (*Accounts*) of the Facilities Agreement.

"**Obligor**" means a Borrower or a Guarantor.

"**Occupational Lease**" means any lease or contractual licence or other right of occupation of all or any part of any Real Property not including, for the avoidance of doubt, a Head Lease.

"**Original Guarantor**" has the meaning given to that term in the Facilities Agreement.

"**Original Lender**" means Société Générale, a company incorporated in France and acting through its London Branch (registered number BR000021) which has its principal office at SG House, 41 Tower Hill, London EC3N 4SG.

"**Property**" has the meaning given to that term in the Facilities Agreement.

"**Propco LLP**" has the meaning given to that term in the Facilities Agreement.

"**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).

"**Receivables Account**" has the meaning given to it in the Receivables Assignment.

"**Receivables Assignment**" means the assignment of receivables dated 18 June 2009 between Invicta Leisure Limited as assignor and Esporta Financial Services Limited as assignee.

"**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.

"**Rental Income**" means all amounts paid or payable to or for the benefit of the Company arising from or in connection with the letting, use or occupation of all or any part of any Real Property, including:

(a) rents, licence fees and equivalent amounts in respect of all or any part of the Company's Real Property;

Short particulars of all the property mortgaged or charged

- (b) any amount paid or payable from any deposit held as security for the performance of any tenant's obligations under any Lease Document;
- (c) any premium paid on the amount of any Occupational Lease;
- (d) any other moneys paid or payable in respect of use and/or occupation of all or any part of the Company's Real Property;
- (e) any insurance proceeds in respect of loss of rent in respect of all or any part of the Company's Real Property;
- (f) any amount paid or payable in respect of the grant, surrender or variation of any Lease Document;
- (g) any amount paid or payable to reimburse expenses incurred in the management, maintenance and repair of all or any part of the Company's Real Property;
- (h) any amount paid or payable by way of reimbursement of or contribution to insurance premia in respect of all or any part of the Company's Real Property;
- (i) any amount paid or payable in respect of a breach of covenant or burden under any Occupational Lease and any related costs and expenses;
- (j) any amount equal to any apportionment of rent allowed in favour of a Company under a contract for the purchase of all or any part of the Company's Real Property;
- (k) any contribution to a sinking fund paid or payable pursuant to an Occupational Lease;
- (l) any contribution made pursuant to an Occupational Lease to ground rent due under any Head Lease;
- (m) any amount paid or payable by a guarantor in respect of any item set out in paragraphs (a) to (l) above;
- (n) any interest, damages or compensation in respect of any item set out in paragraphs (a) to (l) above; and
- (o) any VAT on any amount falling within paragraphs (a) to (l) above.

"Reports" has the meaning given to it in the Facilities Agreement.

"Secured Party" means a Finance Party or the Hedging Bank.

"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.

"Shares" means the shares set out in Part II of Schedule 4 (*Shares*) of the Security Document (as listed in Note (5) below in relation to the Company).

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Transaction Documents" means the Finance Documents, the Company Intra-Group Loan Agreement, the Acquisition Documents, the Receivables Assignment and the Investor Documents (as defined in the Facilities Agreement).

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

Short particulars of all the property mortgaged or charged

Note (3): The Real Property specified in Schedule 3, Part I (*Real Property*) to the Security Document in relation to the Company is as follows:

None.

Note (4): The Membership Interests specified in Schedule 4, Part I (*Membership Interests*) to the Security Document in relation to the Company are as follows:

Chargor	Name of limited liability partnership in which Membership Interest is held
EPH No.1 Limited	Esporta PH No 1 LLP Esporta PH No 2 LLP Esporta PH No 3 LLP Esporta PH LLP Esporta Hampshire PH LLP Esporta PH CRG LLP

Note (5): The Shares specified in Schedule 4, Part II (*Shares*) to the Security Document in relation to the Company are as follows:

None.

Note (6): The Membership Agreements specified in Schedule 4, Part III (*Membership Agreements*) to the Security Document in relation to the Company are as follows:

1. Rectification agreement dated 12 February 2007 between Invicta Leisure Limited ("**Invicta**"), Health & Fitness Holdings Limited ("**HFHL**"), Duke Street Capital Leisure Investments Limited ("**DSCLI**"), EHP No 1 Limited ("**EHP No 1**"), EHP No 2 Limited ("**EHP No 2**"), Esporta PH No 1 LLP ("**No 1 LLP**"), Esporta PH No 2 LLP ("**No 2 LLP**"), Esporta PH No 3 LLP ("**No 3 LLP**"), Esporta PH LLP ("**Esporta LLP**") and Esporta Hampshire PH LLP ("**Hampshire LLP**") in relation to the Amendment Agreement (as defined below).
2. Amendment agreement dated 2 May 2006 (the "**Amendment Agreement**") between Invicta, HFHL, DSCLI, EHP No 1, EHP No 2, No 1 LLP, No 2 LLP, No 3 LLP, Esporta LLP and Hampshire LLP.
3. Limited liability partnership agreement for Hampshire LLP dated 13 March 2006 between No 1 LLP, No 2 LLP, No 3 LLP, EHP No 1, EHP No 2 and Hampshire LLP.
4. Limited liability partnership agreement for Hampshire LLP dated 7 March 2006 between No 1 LLP, No 2 LLP, No 3 LLP, EHP No 1, EHP No 2 and Esporta LLP.
5. Limited liability partnership agreement for No 1 LLP dated 7 March 2006 between Invicta, EHP No 1, EHP No 2 and No 1 LLP.
6. Limited liability partnership agreement for No 2 LLP dated 7 March 2006 between HFHL, EHP No 1, EHP No 2 and No 2 LLP.
7. Limited liability partnership agreement for No 3 LLP dated 7 March 2006 between DSCLI, EHP No 1, EHP No 2 and No 3 LLP.

Name of Company

EPH No 1 Limited

Company Number

05643248

Short particulars of all the property mortgaged or charged



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5643248
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 18 JUNE 2009 AND CREATED BY EPH NO 1
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY OR ANY OTHER OBLIGOR TO ANY
SECURED PARTY 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 26 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JUNE 2009

LCargels



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES