

MR01

Particulars of a charge

227744 / 13



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

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

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

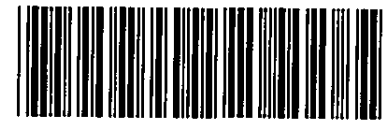
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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

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

WEDNESDAY



A2AVB3S3

A15

19/06/2013

#277

COMPANIES HOUSE

1 Company details

Company number 0 5 6 5 9 6 6 9

Company name in full The Gym Limited (the "Charging Company")

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01 03 2006

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

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

Name The Bank of New York Mellon

(as Security Agent and trustee for the Beneficiaries)

Name

Name

Name

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

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

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Description

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

Continuation page

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

Description

Terms defined in the Deed of Accession and Charge registered by virtue of this Form MR01 shall have the same meanings when used in this Form MR01. Other terms used in the Deed of Accession and Charge and referred to in this Form MR01 are defined in the Continuation Pages to this Form MR01

The Charging Company, with full title guarantee, charged to the Security Agent, amongst other things, the intellectual property detailed on the Continuation Page to this Form MR01

Please see Continuation Page 1

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

MR01 - continuation page

Particulars of a charge

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Description

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

Description

1 Fixed charge over

- (a) all Specified Intellectual Property belonging to it, being the Intellectual Property relating to the trademarks "The gym" as specifically listed in Schedule 2 (Specified Intellectual Property) to the Deed of Accession and Charge,
- (b) all other Intellectual Property belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (except for any Floating Charge Intellectual Property), and
- (c) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (except for any Floating Charge Intellectual Property)

Definitions

"Floating Charge Intellectual Property" means

- (a) any Intellectual Property owned by the Charging Company, and
- (b) the benefit of any agreements and licenses now or in the future entered into or enjoyed by the Charging Company relating to the use or exploitation of any Intellectual Property in any part of the world,

in each case, which the Charging Company is prohibited or restricted from charging or for which third party consent is required and has not yet been obtained

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

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Particulars of a charge

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Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X *Hagen Lovell International Ltd.* X

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

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Particulars of a charge

**Presenter information**

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

Contact name **F3SJB/NGOVJULI/ORIORDAD**Company name **Hogan Lovells International LLP**Address **Atlantic House****Holborn Viaduct**Post town **London**

County/Region

Postcode **E C 1 A 2 F G**Country **United Kingdom**DX **57 London Chancery Lane**Telephone **+44 (20) 7296 2000****Certificate**

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

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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

**Important information**

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

**How to pay**

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

Make cheques or postal orders payable to 'Companies House'

**Where to send**

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

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

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

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

**Further information**

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

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5659669

Charge code: 0565 9669 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th June 2013 and created by THE GYM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th June 2013.

DX

Given at Companies House, Cardiff on 20th June 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Attached hereto is a certified copy of the deed of accession and charge dated 13 June 2013 made between The Gym Limited (Registered Number 05659669) and Project Galaxy Midco 2 Limited (Registered Number 08530623) and The Bank of New York Mellon as the security agent

Save for material redacted pursuant to s859G of the Companies Act 2006, we hereby certify that this is a true copy of the composite original.

Hogan Lovells International LLP

Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

DEED OF ACCESSION AND CHARGE FOR A NEW CHARGOR

THIS DEED OF ACCESSION AND CHARGE IS made on

13 June 2013

BETWEEN

- (1) **The Gym Limited** (registered in England and Wales under number 05659669) (the "**New Chargor**"),
- (2) **Project Galaxy Midco 2 Limited** (registered in England and Wales under number 08530623) (the "**Parent**"), and
- (3) **The Bank of New York Mellon** (the "**Security Agent**")

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the "**Principal Deed**") dated on or about the date of this Deed between (1) the Parent, Project Galaxy Bidco Limited (as chargors) and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "**Beneficiaries**")
- (B) The New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the beneficiaries) all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed

THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 Words and phrases defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed

1.2 **Additional Definitions** In this Deed

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 2 (*Specified Intellectual Property*)

2 ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED

- 2.1 **Accession.** The New Chargor agrees to be bound by the terms of the Principal Deed and to perform all its obligations (whether as Chargor or otherwise) under the Principal Deed with effect from the date of this Deed as if it had been an original party to the Principal Deed
- 2.2 **Covenant to pay.** The New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents
- 2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law

- 2 4 **Parent's agreement to the accession** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargor's accession

3 **ASSIGNMENTS**

- 3 1 **Assignments:** The New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies, and
- (b) all of its rights, title and interest from time to time in respect of the Hedging Agreements

4 **FIXED SECURITY**

- 4 1 **Fixed Security** The New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent

- (a) by way of fixed charge
 - (i) all interests and rights in the proceeds of sale of Land now or in the future belonging to it,
 - (ii) all plant and machinery now or in the future attached to any Land,
 - (iii) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
 - (iv) all Specified Investments now held or beneficially owned by it, including all proceeds of sale derived from them,
 - (v) all Specified Investments in which the New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
 - (vi) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments,
 - (vii) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments,
 - (viii) where Specified Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investments,
 - (ix) all rights and interests in all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Principal Deed,
 - (x) all its goodwill and uncalled capital for the time being,

- (xi) all Specified Intellectual Property belonging to it,
- (xii) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (except for any Floating Charge Intellectual Property),
- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (except for any Floating Charge Intellectual Property),
- (xiv) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xv) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (a)(xi) to (xvi) inclusive of this Clause,
- (xvii) all trade debts now or in the future owing to it,
- (xviii) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xix) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 1 (*Assignments*),
- (xx) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,
- (xxi) any beneficial interest, claim or entitlement it has to any pension fund now or in the future,
- (xxii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed, and
- (xxiii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

5 CREATION OF FLOATING CHARGE

5 1 Creation of floating charge: The New Chargor, with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 1 (*Assignments*) or

charged by any fixed charge contained in Clause 4.1 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed, and

- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the New Chargor shall not create any Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Principal Deed with respect to any such Asset (except to the extent permitted under any Finance Document)

- 5.2 The parties agree (without limitation to the general nature of the New Chargor's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed

6 RIGHT OF APPROPRIATION

- 6.1 The parties acknowledge and intend that the charges over the New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations

- 6.2 The Security Agent may, on or at any time after the Enforcement Date, by notice in writing to the New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise

- 6.3 The value of any Financial Collateral appropriated under Clause 6.2 shall be

- (a) in the case of cash, its face value at the time of appropriation, and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent

- 6.4 The Security Agent will account to the New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums

The New Chargor agrees that (i) all its Financial Collateral has been delivered, transferred, held, registered or otherwise designated so as to be in the possession or under the control of the Security Agent or a person acting on its behalf, and (ii) the method of valuing such Financial Collateral under Clause 6.3 is commercially reasonable

7 APPLICATION TO THE LAND REGISTRY

The New Chargor

- (a) in relation to each register of title of any present and future Land of the New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry any and all of the following
 - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed,
 - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed,
 - (iii) submitting a Form RX1 (*application to register a restriction*) in the following terms

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Security Agent] referred to on the charges register or their conveyancer ", and
 - (iv) submitting a Form CH2 (*application to enter an obligation to make further advances*), and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 1 1(a) (*Fixed security*) at its own expense, immediately following its execution of this Deed

8 POWER OF ATTORNEY

- 8 1 **Appointment of attorney** The New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to
 - (a) do anything which the New Chargor is obliged to do (but has not done) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document,
 - (b) give any instruction under the rules and practices of a Relevant System, and
 - (c) enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it
- 8 2 **Ratification** The New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause
- 8 3 **Sums recoverable** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from the New Chargor under clause 19 (*Costs and expenses*) of the Facilities Agreement

9 NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 34 (*Notices*) of the Principal Deed. The New Chargor's address for service is set out in Schedule 2 (*Notice Details*)

10 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document

11 GOVERNING LAW

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law

12 ENFORCEMENT

12.1 Jurisdiction

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by the New Chargor
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not
- (d) To the extent allowed by law, the New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum

12.2 Service of process. Without prejudice to any other mode of service allowed under any relevant law, the New Chargor

- (a) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed, and
- (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned

13 **FINANCE DOCUMENT**

 This Deed is a Finance Document

THIS DEED OF ACCESSION AND CHARGE has been executed by the New Chargor and the Parent as a deed and signed by the Security Agent and it shall take effect on the date stated at the beginning of this document

Schedule 1

Notice Details

The Gym Limited

(Registered number
05659669)

Address

Blenheim Centre
Prince Regent Road
Hounslow
TW3 1NL




Fax +44 (0)1483 310 113

Attention Andrew Mathews

SCHEDULE 2

Specified Intellectual Property

TRADE MARKS

Owner	Trade mark	Country	Image	Registration Number	International Class(es)	Registration Date	Expiry Date	Status
The Gym Limited	The gym	UK mark		2558929	41 (Education and entertainment services)	1 April 2011	16 September 2020	Registered
The Gym Limited	The gym	UK mark		2567285	41 (Education and entertainment services)	22 July 2011	17 September 2020	Registered
The Gym Limited	The gym	Community Trade mark		009608761	41 (Education and entertainment services)	10 May 2011	17 September 2020	Registered

EXECUTION

THE NEW CHARGOR

Executed and Delivered as a)
Deed by **The Gym Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by)

Director

in the presence of

Witness signature

Witness name

Witness address

Witness Occupation

TOM JACKSON
Eversheds LLP
115 Colmore Row
Birmingham
B3 3AL

TRAINEE SOLICITOR

THE PARENT

Executed and Delivered as a)
Deed by **Project Galaxy Midco 2 Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by)

Director

in the presence of

Witness signature

Witness name

Witness address

Witness Occupation

TOM JACKSON
Eversheds LLP
115 Colmore Row
Birmingham
B3 3AL

TRAINEE SOLICITOR

THE SECURITY AGENT

Signed by)
for and on behalf of)
THE BANK OF NEW YORK MELLON)



Authorised Signatory

Notice details

1 Canada Square
London
E14 5AL

Aric Kay-Russell
Authorised Signatory

Attention. ASL Group
Fax +44 (0)20 7964 2536