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COMPANIES FORM No. 395

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

[S I I]

05788421

Name of company

* London & Regional (HC Properties) Limited (the "Chargor")

Date of creation of the charge

10 August 2007 (the "Charge Date")

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

Standard Security (the "Charge Document")

Amount secured by the mortgage or charge

The payment and discharge of all liabilities of each Obligor or the Chargor owed or expressed to be owed to the Finance Parties under or in connection with the Finance Documents whether owed jointly or severally, as principal, guarantor, or surety or in any other capacity including, in the case of each Obligor, anything which would have been a liability but for the fact that it is or becomes void, voidable, invalid, unenforceable or otherwise irrecoverable and any cost, loss or liability suffered by any Finance Party if such liability is or becomes void, voidable, invalid, unenforceable or otherwise irrecoverable.

Any capitalised terms not defined on this Form 395 are defined on the schedule annexed hereto.

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

Anglo Irish Bank Corporation plc, 10 Old Jewry, London in its capacity as security trustee for the Finance Parties under and in terms of the Facilities Agreement (the "Security Trustee", which term includes its successors and assignees as security trustee foresaid)

Postcode EC2R 8DN

Presentor's name address and reference (if any)

Tods Murray LLP
Edinburgh Quay
133 Fountainbridge
Edinburgh
EH3 9AG

JAF KRM DJI A00560 1072

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



SAH4JSDB

SCT

24/08/2007

147

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

ALL and WHOLE that plot or area of ground extending 5.92 acres or thereby part of the lands of North Grange Farm in the County of Angus being the subjects more particularly described in, disposed by and delineated red on the plan annexed and signed as relative to Disposition by Tulloch Property (Bishopcross) Limited in favour of Next Generation Clubs Limited dated 2 December 1997 and recorded in the Division of the General Register of Sasines for the County of Angus on 14 January 1998, together with (One) all buildings and other erections thereon, (Two) the heritable fixtures therein and thereon, (Three) the whole parts, provisions and pertinents thereof; (Four) all rights pertaining thereto including in particular those contained in the Deed of Conditions by Tulloch Bishopcross Limited dated Sixth and recorded in the said Division of the General Register of Sasines on Eighth January Nineteen hundred and ninety eight, and (Five) the Chargor's whole right, title and interest present and future therein and thereto

Please do not write in this margin

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

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9 ✓

Particulars as to commission allowance or discount (note 3)

Nil

Signed Joyce Feme for Tech Murray LLP Date 24 August 2007

On behalf of ~~XXXXXXXXXXXX~~ (chargee) †

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

† delete as appropriate

Notes

- 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 situated 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**.

Part 1

Definitions

"Accession Letter" means a document substantially in the form set out in schedule 8 (Form of Accession Letter) to the Facilities Agreement

"Acquisition" shall have the meaning given to that term in the Facilities Agreement

"Additional Borrower" means a company which becomes a Borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Facilities Agreement

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Facilities Agreement

"Additional Obligor" means an Additional Borrower or an Additional Guarantor

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"Agent" means Anglo Irish Bank Corporation plc operating through its office at 10 Old Jewry, London EC2R 8DN in its capacity as agent for the Finance Parties

"Amendment Deed" means a consent, amendment and confirmation deed dated 19 July 2007 among *inter alios* (1) the Parent, (2) the Chargor and others as Original Borrowers, (3) the Chargor and others as Original Guarantors, (4) Anglo Irish Bank Corporation plc as Original Bank, Agent and Security Trustee which *inter alia* amends the Original Facilities Agreement

"Bank" means

- (a) any Original Bank, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with the terms of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with such terms

"Borrower" means the Original Borrowers or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Facilities Agreement and, in the context of each Facility, means whichever Obligor is stated to be the Borrower of a Facility in part 1 of schedule 1 (*The Parties*) of the Facilities Agreement or nominated to be a Borrower in accordance with an Accession Letter or in accordance with the terms of the Facilities Agreement

"Collateral Warranty" means each agreement to be entered into by each Contractor, a sub-contractor or a member of each Professional Team and the Security Trustee in form and substance satisfactory to the Security Trustee

"Compliance Certificate" means a certificate substantially in the form set out in schedule 5 (*Form of Compliance Certificate*) to the Facilities Agreement

"Contractor" shall have the meaning given to that term in the Facilities Agreement

"Duty of Care Undertakings" means undertakings from, if relevant, any Managing Agent to the Security Trustee in form and substance satisfactory to the Security Trustee

"Facilities Agreement" means the Original Facilities Agreement, as the same may be varied, amended, supplemented, restated or novated in any way from time to time (including without limitation by the Amendment Deed)

"Facility" means each of Facility A, Facility B, Facility C, Facility D, Facility E, Facility F and Facility G as referred to in Clause 2 (*The Facilities*) of the Facilities Agreement

"Fee Letter" means any letter or letters dated on or about the date of the Facilities Agreement between the Agent and the Parent or the Security Trustee and the Parent setting out any of the fees referred to in Clause 13 (*Fees*) of the Facilities Agreement

"Finance Document" means the Facilities Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, any Hedging Agreement, any Transaction Security Document, any Notice of Drawdown and any other document designated as a "Finance Document" by the Agent and the Parent and if a restructuring occurs as contemplated by clause 6.2 of the Facilities Agreement such that the Facilities Agreement is replaced or amended and restated by separate cross collateralised and cross defaulted credit agreements, the expression Finance Documents shall additionally include those agreements and the Finance Documents under and as defined in those agreements

"Finance Party" means the Agent, the Security Trustee, a Bank or a Hedge Counterparty

"Guarantor" means an Original Guarantor or an Additional Guarantor unless it has ceased to be a Guarantor in accordance with Clause 27 (Changes to the Obligors) of the Facilities Agreement

"Hedge Counterparty" means a Bank or an Affiliate of a Bank which has, with the consent of the Agent acting reasonably, agreed to enter into a Hedging Agreement

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by any Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facilities in accordance with the requirements of the Facilities Agreement

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

"Initial Security Documents" means each of the documents listed in Clause 20.1, 20.2 and 20.3 of the Facilities Agreement

"Managing Agent" shall have the meaning given to that term in the Facilities Agreement

"Notice of Drawdown" means a notice substantially in the form set out in schedule 3 (*Notice of Drawdown*) to the Facilities Agreement

"Obligor" means any Borrower or any Guarantor

"Original Bank" means Anglo Irish Bank Corporation plc

"Original Borrowers" means the parties listed in Part 2 of this schedule

"Original Facilities Agreement" means a facilities agreement dated 23 January 2007 entered into among *inter alios* (1) the Parent, (2) the companies named therein (including the Chargor) as Original Borrowers, (3) the companies named therein (including the Chargor) as Original Guarantors, and (4) Anglo Irish Bank Corporation plc as Original Bank, Agent and Security Trustee

"Original Guarantors" means the parties listed in Part 3 of this schedule

"Parent" means London & Regional (Health Clubs) Limited, a company incorporated under the Companies Act in England and Wales with registration number 5788201 and having its registered office at 4th Floor, St Alphage House, 2 Fore Street, London EC2Y 5DH

"Party" means a party to the Facilities Agreement

"Professional Team" shall have the meaning given to that term in the Facilities Agreement

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

"Subsidiary" means a subsidiary undertaking as defined by section 258 of the Companies Act 1985

"Transaction Security Documents" means

- (a) the Initial Security Documents,
- (b) the Collateral Warranties,
- (c) the Duty of Care Undertakings,
- (d) any document creating Security required to be delivered to the Agent in connection with the accession of an Additional Obligor or in respect of an Acquisition, and
- (e) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

Part 2

Original Borrowers

Name	Jurisdiction of incorporation / registration	Registration number
London & Regional (Health Clubs) No 2 Limited	England & Wales	05793112
Next Generation Clubs Limited	England & Wales	03273728
London & Regional (HC) Properties Limited	England & Wales	05788421
London & Regional (HC) Sites Limited	England & Wales	05793113
Next Generation Clubs (Holdings) Limited	Jersey	70101

Part 3

Original Guarantors

Name	Jurisdiction of incorporation / registration	Registration number
Harbour Club Operations Limited	England & Wales	03895092
Harbour Club Limited	England & Wales	02822643
Sports Management (Scotland) Limited	Scotland	SC058904
Nextgen Limited	England & Wales	3515677
N G C Project Management Limited	England & Wales	04023713
Smilewood Limited	England & Wales	04626303
London & Regional Health Clubs Limited	England & Wales	5788201
London & Regional (Health Clubs) No 2 Limited	England & Wales	05793112
Next Generation Clubs Limited	England & Wales	03273728
Odyssey Glory Mill Limited	England & Wales	03851509
Next Generation Clubs (Holdings) Limited	Jersey	70101
London & Regional (HC) Properties Limited	England & Wales	05788421
London & Regional (HC) Sites Limited	England & Wales	05793113
Next Generation Amida Services Limited	England & Wales	03863923
Next Generation Amida Hampton Limited	England & Wales	03456185
Next Generation Amida Beckenham Limited	England & Wales	03568290

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COMPANIES FORM No. 398

398

CHFP025

Notice of registration in Scotland or Northern Ireland of a charge comprising property situate there

Please do not
write in
this margin

Pursuant to section 398(4) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

Company number

05788421

* insert full name
of company

Name of company

* London & Regional (HC Properties) Limited (the "Chargor")

| Tods Murray LLP

of Edinburgh Quay, 133 Fountainbridge, Edinburgh EH3 9AG

§ give date and
parties to charge

certify that the charge § comprising standard security granted by the Chargor in
favour of Anglo Irish Bank Corporation plc dated 20 July 2007

† delete as
appropriate

of which a true copy is annexed to this form was presented for registration on 10 August 2007
in [Scotland] ~~IN NORTHERN IRELAND~~

Signed *Joyce Feme*

Date 24 August 2007

Partner for Tods Murray LLP

Presentor's name address and
reference (if any)

Tods Murray LLP
Edinburgh Quay
133 Fountainbridge
Edinburgh
EH3 9AG

DX ED58 Edinburgh
JAF KRM DJI A00560 1072

For official Use
Mortgage Section

Post room

Notes

The address for the Registrar of Companies is -

Companies House
Crown Way
Cardiff
CF14 3UZ

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05788421

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 10 AUGUST 2007 AND DATED THE 20th JULY 2007 AND CREATED BY LONDON & REGIONAL (HC PROPERTIES) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR OR THE COMPANY TO ANGLO IRISH BANK CORPORATION PLC IN ITS CAPACITY AS SECURITY TRUSTEE FOR THE FINANCE PARTIES (THE SECURITY TRUSTEE) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st AUGUST 2007

P Mani



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES