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

*insert full name
of Company

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.

Pursuant to section 395 of the Companies Act 1985

215800/1494

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

For official use

Company number

3111

03802937

Name of company

* Luminar Leisure Limited (the "Chargor")

Date of creation of the charge

20 February 2009

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

Deed dated 20 February 2009 creating a floating charge between (amongst others), the Chargor and Lloyds TSB Bank plc (the "Security Trustee") as security trustee for the Secured Creditor (as defined in the attached schedule) (the "Deed")

Amount secured by the mortgage or charge

The Charged Assets (as defined in the attached schedule)

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

Lloyds TSB Bank plc
25 Gresham Street
London

Postcode EC2V 7HN

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

Lovells LLP
Atlantic House
Holborn Viaduct
London
EC1A 2FG

F3/PO/P3474.00459

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



ASF1V7QA

A05

27/02/2009

131

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Part II of the attached schedule.

Part III of the attached schedule refers to covenants by and restrictions on the Chargor which protect and further define the charges created by the Deed and which must be read as part of those charges.

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

Particulars as to commission allowance or discount (note 3)

None

Signed

Lowells LLP

Date

26/02/09

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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 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

LUMINAR LEISURE LIMITED

SCHEDULE TO FORM 395

Part I

Definitions

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act.

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts.

"Charge" means all or any of the Security created or expressed to be created by or pursuant to the Deed.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Event of Default" means any event or circumstance set out in Clause 13.1 or 13.3 of the Lease Agreement.

"Facilities Agreement" means the £175,000,000 revolving facilities agreement dated 15 August 2007 and amended on or about the date of the Deed between, amongst others, Luminar plc as the company (now as Luminar Finance Limited as Luminar plc is no longer a member of the Group), Lloyds TSB Bank plc as agent and security trustee and Barclays Bank PLC, Lloyds TSB Bank plc and The Royal Bank of Scotland plc acting as agent for National Westminster Bank Plc as the mandated lead arrangers.

"Finance Document" means:

- (a) the Lease Agreement;
- (b) the Intercreditor Deed;
- (c) the Deed; and
- (d) any document designated by the chargors under the Deed and the Security Trustee as a Finance Document.

"Finance Party" means the Security Trustee and the Secured Creditor.

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) any lease, hire agreement, credit sale agreement, capital lease hire purchase agreement, conditional sale agreement or instalment sale and purchase agreement which should be treated in accordance with SSAP 21 (or any successor to SSAP 21) as a finance lease or in the same way as a finance lease;

- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) shares which are expressed to be redeemable at any time prior to the termination of the Lease Agreement;
- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

"Group" means Luminar Group Holdings Plc and its Subsidiaries for the time being, and, in each case "Group Company" means a member of the Group.

"Insolvency Act" means the Insolvency Act 1986.

"Intercreditor Deed" means the intercreditor deed dated 15 August 2007 and amended and restated on or about the date of the Deed between Luminar plc (now as Luminar Finance Limited as Luminar plc is no longer a member of the Group) as the company, Lloyds TSB Bank plc as agent and security trustee, the Senior Creditors (as defined therein), the Royal Bank of Scotland plc, the Hedging Counterparties (as defined therein) and the Obligors, Intercompany Creditors and the Intercompany Debtors (as defined therein).

"Lease Agreement" means a master lease agreement and schedule(s) dated on or about the date of the Deed between Commonwealth Bank of Australia (as lessee) and Luminar Group Holdings PLC (as lessor), the receivables of which are subject to the terms of the Receivables Sale Agreement.

"Liabilities" of the Chargor means all present and future sums, liabilities or obligations from time to time due, owing or incurred (actually or contingently) by it to the Finance Parties under or in connection with the Finance Documents (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).

"Lloyds Floating Charge and Guarantee" means the floating charge and guarantee dated on or about the date of the Deed and provided by the companies named therein as chargors to the Security Trustee in respect of a master lease agreement dated on or about the same date as the Deed and the schedule(s) dated on or about the same date as the Deed between Luminar Group Holdings PLC and Lloyds TSB Leasing Limited (as agent for Lloyds TSB Corporate Asset Finance (No. 1) Limited).

"Lombard Floating Charge and Guarantee" means the floating charge and guarantee dated on or about the date of the Deed and provided by the companies named therein as chargors to the Security Trustee in respect of a planned rental agreement dated on or about the date of the Deed between Luminar Group Holdings PLC and Lombard North Central PLC.

"Permitted Encumbrance" means:

- (a) any Security created under the Lloyds Floating Charge and Guarantee, the Lombard Floating Charge and Guarantee or the Finance Documents (as such term is defined in the Facilities Agreement);
- (b) any right of set-off or lien, in each case arising by operation of law;
- (c) any retention of title to goods supplied to a Group Company in the ordinary course of its trading activities;
- (d) any right of set-off over credit balances on Bank Accounts of Group Companies in favour of the Finance Parties created in order to facilitate the operation of those Bank Accounts and other Bank Accounts of other Group Companies or the payment of interest or arising in the ordinary course of the banking arrangements of the Group (including in respect of any hedging transaction);
- (e) any agreement entered into by a Group Company in the ordinary course of its trading activities to sell or otherwise dispose of any asset on terms whereby that asset is or may be leased to or re-acquired or acquired by a Group Company;
- (f) any Security over an asset of a company which becomes a Subsidiary of Luminar Finance Limited (other than by reason of its incorporation) after the date of the Deed, being Security which is in existence at the time at which that company becomes such a Subsidiary but only if:
 - (i) that Security was not created in contemplation of that company becoming such a Subsidiary;
 - (ii) the principal amount secured by that Security has not been and shall not be increased; and
 - (iii) that Security is discharged within six months of the date on which that company became such a Subsidiary;
- (g) any Security over an asset of a company acquired by a Group Company after the date of the Deed and subject to which that asset is acquired but only if:
 - (i) that Security was not created in contemplation of its acquisition by that company;
 - (ii) the principal amount secured by that Security has not been increased in contemplation of, or since the date of, its acquisition by that company; and
 - (iii) that Security is discharged within six months of the date of its acquisition by that company;
- (h) any Security over land and buildings granted by a Subsidiary specifically incorporated for the purpose of financing the development of such land and buildings, provided that:
 - (i) no supporting Security or guarantee is granted by any Group Company in relation to such financing;
 - (ii) no assets are transferred by any Group Company to any special purpose vehicle which is a party to such financing;

- (iii) the Security granted under this paragraph (i) does not exceed the value of the land and buildings being financed;
- (iv) any Security created with the prior written consent of the Secured Creditor;
- (i) any Security deemed to be created by any Sale and Leaseback to the extent permitted by Clause 5.1(c) (ii) of the Deed;
- (j) any Security not otherwise permitted pursuant to paragraphs (a) to (j) above (inclusive) in respect of any assets not exceeding, in aggregate, £2,500,000 in value.

"Receivables Sale Agreement" means a receivables sales agreement dated 31 August 2006 (as amended or varied from time to time) between Commonwealth Bank of Australia (as vendor) and Barclays Mercantile Business Finance Limited (as purchaser) relating to the sale of receivables under the Lease Agreement.

"Receiver" means a receiver or manager or receiver and manager appointed in respect of the Charged Assets.

"Sale and Leaseback" means, directly or indirectly, any sale, transfer, lease, loan or other disposition (collectively a "Leaseback") by Luminar Finance Limited or any Subsidiary of any asset on terms whereby the asset owned at the time of such Leaseback (and not acquired in anticipation of such Leaseback) is then or thereafter leased by Luminar Finance Limited or the Subsidiary concerned.

"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.

"Secured Creditor" means Barclays Mercantile Business Finance Limited, a company incorporated under the laws of England and Wales whose registered office is at Belfast Registry, Registrar of Companies, First Floor Waterfront Plaza, 8 Laganbank Road, Belfast BT1 3BS.

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 or, where the context requires, the Company (Jersey) Law 1991 and, for the purpose of Clause 20 (*Financial covenants*) of the Deed and in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

Part II

Particulars of Property Mortgaged or Charged

By Clause 2.1 (*Payment of Liabilities*) the Chargor shall pay each of its Liabilities when due in accordance with its terms or, if they do not specify a time for payment, immediately on demand by the Security Trustee.

By Clause 3.1 (*Creation*) the Chargor, with full title continuing guarantee and as security for the payment of all Liabilities (whether of that or any other chargor), charges in favour of the Security Trustee (as trustee for the Secured Creditor) by way of floating charge its undertaking and all its assets, both present and future.

By Clause 3.5 (*Qualifying Floating Charge*) the floating charge created by the Chargor pursuant to Clause 3.1 (*Creation*) is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of

Schedule B1 to the Insolvency Act and the Security Trustee may appoint an Administrator pursuant to that paragraph.

Part III

Covenants and restrictions

By Clause 5.1 (*Security*), the Chargor shall not (and shall ensure that no other member of the Group will) create or permit to subsist any Security over any of its assets. The Chargor shall not (and shall ensure that no other member of the Group will):

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of the Group;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts otherwise than in the ordinary course of a bank's business; or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

The paragraphs above do not apply to:

- (i) any Permitted Encumbrance; or
- (ii) the Sale and Leaseback arrangements under the Lease Agreement, the Lloyds Lease Agreement (as defined in the Intercreditor Deed) and the Lombard Planned Rental Agreement (as defined in the Intercreditor Deed).

By Clause 5.2 (*Further Assurance*) the Chargor shall promptly do whatever the Security Trustee requires:

- (a) to perfect or protect the Charges or the priority of the Charges; or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Trustee or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction.

By Clause 6.1 (*Protection of assets*) the Chargor shall keep or cause to be kept all its Charged Assets that are material in the operation of its business in good repair and good working order.

By Clause 6.2 (*Access*) the Chargor shall ensure that representatives of the Security Trustee (with or without surveyors, workmen and others) are able at all reasonable times (and, if an Event of Default is not continuing, subject to not less than 1 day's prior written notice from the Security Trustee) to view the condition of any of its Charged Assets.

By Clause 6.3 (*No other prejudicial conduct*) the Chargor shall not do, or permit to be done, anything which could prejudice the Charges except to the extent expressly permitted by the terms of the Finance Documents.



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3802937
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED DATED 20 FEBRUARY 2009
CREATING A FLOATING CHARGE DATED 20 FEBRUARY 2009
AND CREATED BY LUMINAR LEISURE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE FINANCE PARTIES 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 27 FEBRUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 MARCH 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES