

MG01

Particulars of a mortgage or charge



221484/390

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
register particulars of a charge for
company. To do this, please use
form MG01s

WEDNESDAY



LD3

LEH1ZPY3

15/12/2010

59

COMPANIES HOUSE

1

Company details

Company number

4 8 3 6 8 8 0

Company name in full

Luminar Midlands and West

(the "Charging Company")

7 For official use

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d0 d8 m1 m2 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture dated 8 December 2010 made between the Charging Company and
others in favour of Lloyds TSB Bank plc (in its capacity as Security
Trustee for the Beneficiaries (as defined in the Continuation Pages to
Section 6 of this Form MG01)) (the "Debenture")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The Secured Sums (as defined in the Continuation
Pages to Section 6 of this Form MG01)

References to any Finance Document (as defined in
the Continuation Pages to Section 6 of this Form
MG01) include references to such Finance Document
as varied in any manner from time to time, even if
changes are made to the composition of the parties
to such document or to the nature or amount of any
facilities made available under such document

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name Lloyds TSB Bank plc

Address (in its capacity as Security Trustee for the Beneficiaries)

10 Gresham Street, London

Postcode E C 2 V 7 A E

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Finance Document) include references to the Debenture, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges

The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets, as follows

Particulars of property mortgaged or charged

- 1 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned absolutely to the Beneficiaries
 - (a) all of its rights, titles and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and
 - (b) all its rights, title and interest from time to time in respect of the Hedging Agreements

PLEASE ALSO SEE ATTACHED CONTINUATION PAGES

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Short particulars	<p>CONTINUATION PAGE 1</p> <p>2. As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Trustee.</p> <p>(a) by way of legal mortgage, the Mortgaged Property</p> <p>(b) by way of fixed charge</p> <p>(1) all other Land which is at the Debenture Date, or in the future becomes, its property,</p> <p>(11) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it,</p> <p>(111) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3 2 of the Debenture;</p> <p>(1v) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,</p> <p>(v) all Specified Investments which are its property at the Debenture Date, including all proceeds of sale derived from them other than Specified Investments which constitute Jersey Collateral or Guernsey Collateral,</p> <p>(v1) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them other than Specified Investments which constitute Jersey Collateral or Guernsey Collateral,</p> <p>(v11) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments other than Specified Investments which constitute Jersey Collateral or Guernsey Collateral,</p> <p>(v111) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments other than Specified Investments which constitute Jersey Collateral or Guernsey Collateral,</p>	

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Short particulars	<p>CONTINUATION PAGE 2</p> <ul style="list-style-type: none"> (ix) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Trustee, together with all its rights and interests in such contracts and policies (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 Debenture, (x) all its goodwill and uncalled capital for the time being, (xi) all Specified Intellectual Property belonging to it, subject to any Permitted Licences, (xi1) all 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, to the extent owned by it and to the extent it is legally permissible, in each case subject to any licences which would be permitted by the terms of the Debenture, (xi11) 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, to the extent owned by it and to the extent it is legally permissible, in each case subject to any licences which would be permitted by the terms of the Debenture, (xiv) the benefit of all agreements and licences at the Debenture Date 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 in each case excluding the Excluded IP Agreements and in each case subject to any licences which would be permitted by the terms of the Debenture, (xv) all its proprietary rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world, in each case subject to any licences which would be permitted by the terms of the Debenture, 	

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Short particulars	<p>CONTINUATION PAGE 3</p> <p>(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 (b)(xi) to (xiv) inclusive of Clause 3.2 of the Debenture,</p> <p>(xvii) 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) of the Debenture,</p> <p>(xviii) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account;</p> <p>(xix) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future,</p> <p>(xx) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account, and</p> <p>(xxi) save in respect of the Excluded IP Agreements, trade secrets, confidential information and know-how, 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</p> <p>3 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Trustee by way of floating charge</p> <p>(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security referred to in paragraph 1 above or charged by any fixed charge referred to in paragraph 2 above, including any Assets comprised within a charge which is reconverted under Clause 4 4 (Reconversion) of the Debenture, and</p>	

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(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 Charging Company shall not create any Security over any such Asset (save for Permitted Encumbrances) (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 Debenture with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Trustee, sell, transfer, part with or dispose of any such Asset if such sale, transfer or disposal is prohibited by any Finance Document

Covenants and Restrictions contained in the Debenture

1 By Clause 6.1 (*Collection Account*), the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Trustee. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Trustee

2 By Clause 6.3 (*No derogation*), the Charging Company agreed not to purport, without the Security Trustee's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business.

3 By Clause 7 (*Negative Pledge and other restrictions*), the Charging Company agreed that it would not without the prior written consent of the Security Trustee (and with the exception of Permitted Encumbrances (as defined in the Facilities Agreement) or as otherwise permitted in the Finance Documents)

(a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or

(b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so

4. By Clause 11.2 (*Negative covenants*), the Charging Company agreed without the prior written consent of the Security Trustee it would not (amongst other things)

(a) exercise any power of leasing in relation to its Mortgaged Property, or accept surrenders of leases of its any Mortgaged Property or agree to do so, other than in the ordinary course of business, or

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Short particulars	<p>CONTINUATION PAGE 5</p> <p>(b) share the occupation of any Mortgaged Property with any other person or agree to do so, other than in the ordinary course of business</p> <p>5. By Clause 12 2 (<i>Negative covenants</i>), the Charging Company agreed that it shall not without the prior written consent of the Security Trustee (other than as expressly permitted by the Finance Documents)</p> <p>(a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights (in each case other than in the ordinary course of business where such disposal etc does not relate to Specified Intellectual Property unless it is a Permitted Licence);</p> <p>(b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence whatever (in each case other than in the ordinary course of business where such contract or arrangement does not relate to Specified Intellectual Property unless it is a Permitted Licence),</p> <p>(c) amend the specification of any registered trade mark included in its Specified Intellectual Property or expressly authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered, or</p> <p>(d) amend the specification or drawings referred to in any granted patent comprised in the Specified Intellectual Property.</p>	

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Definitions

In this Form MG01 the following expressions have the following meanings respectively set out below:

"Account Bank" means each of The Royal Bank of Scotland plc acting as agent for National Westminster Bank Plc, Barclays Bank PLC and Lloyds TSB Bank plc or such other bank as the Security Trustee may from time to time specify

"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them

"Beneficiary" means each Senior Finance Party, each Hedging Counterparty, the Barclays Asset Finance Lender, the Lloyds Asset Finance Lender and the Lombard Asset Finance Lender (each term as defined in the Debenture)

"Chargor" means each company named below

Name of Chargor	Registration Number (or equivalent, if any) and jurisdiction of incorporation
Luminar Group Holdings plc	6239034 - England
Luminar Leisure Limited	3802937 - England
Luminar Midlands and West	4836880 - England
Luminar North	4836879 - England
Luminar Dancing Scotland	4836876 - England
Luminar South and East	4836874 - England
Luminar No 1 Limited	4836873 - England
Luminar Dancing Finance	4836870 - England
Luminar Entertainment Finance	4836868 - England
Life Limited	3474139 - England
Luminar Brands	4722159 - England
Luminar IP	4722056 - England
Luminar Oceana Limited	5882671 - England

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Name of Chargor	Registration Number (or equivalent, if any) and jurisdiction of incorporation
Luminar Lava Ignite Limited	5882669 - England
Luminar Life Limited	5883559 - England
Luminar Liquid Limited	5882674 - England
Luminar Jam House Limited	5883592 - England
Luminar Gems Limited	5882675 - England
Luminar Finance 2006 Limited	5933934 - England
Luminar CRC Limited	5882682 - England
Luminar Dancing (2006) Limited	5881344 - England
Luminar Entertainment (2006) Limited	5881342 - England
Luminar Jaks Limited	5882684 - England
Luminar Brands LP Incorporated	715 - Guernsey
Luminar Jersey GP Limited	94502 - Jersey
Luminar Finance Limited	5293864 - England
Luminar (Jersey) Limited	83826 - Jersey
Luminar Jersey (Liquid) Limited	83825 - Jersey
Luminar Jersey (Chicago Rock Café) Limited	83827 - Jersey
Luminar Jersey (The) Limited	83828 - Jersey
Luminar Holdings Limited	6442563 - England
Luminar Holdings 2 Limited	6442565 - England
Luminar Nightclubs 1 Limited	6511801 - England
Luminar Nightclubs 2 Limited	6498854 - England
Luminar Nightclubs 3 Limited	6498855 - England
Jam House Holdings Limited	3874623 - England

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Short particulars	<p>CONTINUATION PAGE 8</p> <p>and (with effect from its accession) each other company which executes a deed of accession and charge and any company which subsequently adopts the obligations of a Chargor</p> <p>"Collection Account" means the Charging Company's account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6 1 (<i>Collection Account</i>) of the Debenture</p> <p>"Company" means Luminar Group Holdings plc a limited liability company incorporated under the laws of England and Wales with registered number 06239034</p> <p>"Debenture Date" means 8 December 2010</p> <p>"Excluded IP Agreements" means any licences and agreements relating to third party Intellectual Property being licensed to the Charging Company where the terms of that licence or agreement prohibit the Charging Company from creating security over it</p> <p>"Facilities Agreement" means the facilities agreement dated 15 August 2007, as amended on 20 February 2009 and as amended and restated on the Debenture Date pursuant to an amendment and restatement agreement between the Company, the Borrower, the companies listed as Guarantors, the Lenders, Lloyds TSB Bank plc (as Agent and Security Trustee), Lloyds TSB Bank plc, Barclays Capital and The Royal Bank of Scotland plc acting as agent for National Westminster Bank plc as the Mandated Lead Arrangers (each term as defined therein).</p> <p>"Finance Document" means each Senior Finance Document, each Hedging Agreement, the Barclays Receivables Sale Agreement, the Lloyds Lease Agreement and the Lombard Lease Agreement (each term as defined in the Debenture).</p> <p>"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3.1 (<i>Assignments</i>) of the Debenture or within a mortgage or fixed charge created by Clause 3 2 (<i>Fixed security</i>) of the Debenture or the subject of a Guernsey Security Interest or arising on crystallisation of a floating charge whether under Clause 4 (<i>Crystallisation</i>) of the Debenture or otherwise</p> <p>"General Partner" means Luminar Jersey GP Limited, a company incorporated in Jersey and being the general partner of Luminar Brands LP Incorporated, a limited partnership registered under the law of Guernsey.</p> <p>"Group" means the Company and its Subsidiaries for the time being</p>	

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"Guernsey Collateral" means such power, right, title, interest and benefit, present and future of each Relevant Chargor in, to and under

- (a) each of the Specified Investments which are or are deemed to be situate in the Island of Guernsey,
- (b) each Limited Partnership Interest, and
- (c) all dividends, interests or other property (whether of a capital or income nature) accruing, deriving, offered or issued at any time by way of dividend, bonus, redemption, exchange, substitution, conversions, consolidation, sub-division, preference, option or otherwise which are attributable to the aforesaid and which from time to time comprise or are included in the Guernsey Collateral and all rights from time to time thereto

"Guernsey Security Interest" means a Security Interest created in respect of the Guernsey Collateral pursuant to Clause 3 5 (*Guernsey collateral*) in accordance with the requirements of the Guernsey Security Interests Law (each term as defined in the Debenture)

"Hedging Agreement" has the meaning given to that term in the Intercreditor Deed

"Hedging Counterparty" has the meaning given to that term in the Intercreditor Deed

"Holding Account" has the meaning given to that term in the Facilities Agreement

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes but excluding any third party liability policy) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time

"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

"Intellectual Property Rights" means all and any of the Charging Company's Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to sub-paragraphs (b)(xi) to (xvi) inclusive of Clause 3 2 (*Fixed security*) and/or the subject of a Guernsey Security Interest.

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Short particulars	<p>CONTINUATION PAGE 10</p> <p>"Intercreditor Deed" means the intercreditor deed dated 15 August 2007, as amended and restated on 20 February 2009 and as amended and restated on or about the date of the Debenture and made between, amongst others, Lloyds TSB Bank plc (as Security Trustee and Facility Agent), the Senior Creditors, the Hedging Counterparties, Luminar Group Holdings plc and the Obligors, Intercompany Creditors and Intercompany Debtors (each term as defined therein) (each term as defined therein)</p> <p>"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise</p> <p>"Jersey Collateral"</p> <ul style="list-style-type: none"> (a) 1,000 ordinary shares with a par value of £1 00 each in the capital of the General Partner, (b) any other shares in the General Partner that may from time to time be beneficially owned by Luminar Holdings Limited, (c) all dividends, interest or other property (whether of a capital or income nature) accruing, deriving, offered or issued at any time by way of dividend, bonus, redemption, exchange, substitution, conversions, consolidation, sub-division, preference, option or otherwise which are attributable to any shares which from time to time compromise or are included in the Jersey Collateral and all rights from time to time thereto <p>"Land" means</p> <ul style="list-style-type: none"> (a) any freehold, leasehold or immovable property, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property <p>"Limited Partnership" means Luminar Brands LP Incorporated (Guernsey registration number 715)</p> <p>"Limited Partnership Interest" means all legal and beneficial right under, title to and interest as a limited partner in, the Limited Partnership including all right, title and interest in or to any loans made by a limited partner to the Limited Partnership and all and any other monies owed from time to time by the Limited Partnership to a limited partner</p>	

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"Mandatory Prepayment Account" has the meaning given to that term in the Facilities Agreement.

"Mortgaged Property" means the property described below

Freehold

Name of Chargor/Registered Proprietor	Description of Property	Title Number
Luminar Liquid Limited	Liquid & Envy, St Peter Street, Blackburn, Lancashire, BB2 2HB	LA732384
Luminar Liquid Limited	Liquid & Envy, The Flourmills, East Hill, Ashford, Kent TN24 8PA	K390893 K550540 K379543
Luminar Liquid Limited	Liquid/Jumpin' Jaks, Theatre Royal, Pall Mall, Hanley, Staffordshire ST1 1EE	SF418530
Luminar Gems Limited	Chill, Unit 4, City Gate Centre, St George's Place, Canterbury, Kent CT1 1UT	K759702
Luminar Lava Ignite Limited	Lava & Ignite, 22A Hammerton Street, Burnley, Lancashire BB11 1NA	LA862471
Luminar Liquid Limited	Ikon, Bridge Street, Bolton, Lancashire BL1 2ED	GM886877
Luminar Liquid Limited	Liquid, Station Way, Crawley, West Sussex RH10 1JA	WSX212849
Luminar Liquid Limited	Liquid & Maine Street, Powell Street, Halifax, West Yorkshire HX1 1LN	WYK384761 WYK462974
Luminar Oceana Limited	Oceana, 154 - 156 Clarence Street, Kingston upon Thames, Surrey KT1 1QP	TGL140394

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Name of Chargor/Registered Proprietor	Description of Property	Title Number
Luminar Liquid Limited	Liquid & Envy, 49 New Bridge Street West, Newcastle upon Tyne, Northumberland NE1 8AN	TY454270
Luminar Liquid Limited	Liquid & Envy, Leicester Road, Nuneaton, Warwickshire CV11 4BW	WK273540 WK298106
a. Luminar Lava Ignite Limited b. Luminar Gems Limited	a. Lava & Ignite, Church Street, Preston, PR1 3BU b. 153-154 Church Street, Preston, Lancashire PR1 3BU	a LA640187 b LA506344
Luminar Liquid Limited	Liquid & Envy, 108 South Street, Romford, Essex RM1 1SS	EX5096 EGL208526
Luminar Liquid Limited	Liquid & Envy, Main Street, Rotherham, South Yorkshire S60 1EJ	SYK285736
Luminar Gems Limited	Strata, Regal Buildings, Keighley Road, Skipton, Yorkshire BD23 2LT	NYK51864
Luminar Gems Limited	Kings, 2 Pevensey Road, Eastbourne, East Sussex BN21 3HJ	EB23713
Luminar Liquid Limited	Liquid & Envy, Station Road, Redhill, Surrey RH1 1NZ	SY673161
Luminar Liquid Limited	Liquid & Envy, 5 Bridge Place, Aberdeen, Aberdeenshire AB11 6HZ, Scotland	ABN49706

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Leasehold

Name of Chargor/Registered Proprietor	Description of Property	Title Number
Luminar Liquid Limited	Liquid, 20-44 Gordon Street, Luton, Bedfordshire, LU1 2QP	BD253197
Luminar Oceana Limited	Oceana, Lower Parliament Street, Nottingham, Nottinghamshire NG1 3BB	NT380770
Luminar Gems Limited	Trinity, Spinning School Lane, Tamworth, Staffordshire B79 7DF	SF543099
Luminar Liquid Limited	Liquid, Brook Street, Wrexham LL13 7LH	CYM319754
Luminar Gems Limited	The Arena, 1 Summerland Street, Exeter, Devon EX1 2AZ	DN425234
Luminar Gems Limited	Orange House, 132 Duke Street, St Helen's Merseyside WA10 2JL	LA178237 MS368333
Luminar Gems Limited	The Sugar Mill, Dagger Lane, Kingston upon Hull, HU1 2LS	HS162643
Luminar Oceana Limited	Oceana, 16/18 Woodhouse Lane and 92 Merrion Street, The Merrion Centre, Woodhouse Lane, Leeds, LS2 8LY	WYK912257 WYK707853
Luminar Gems Limited	Ritzy & Jumpin' Jaks, 32 Clasketgate, Lincoln	LL142034 LL15422
Luminar Oceana Limited	Oceana, Lower Basement, Basement and Ground Floor Premises being Oceana, Kingswest Boulevard Entertainments Centre, West Street, Brighton, BN1 3RE	ESX240171

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Name of Chargor/Registered Proprietor	Description of Property	Title Number
Luminar Liquid Limited	Lava & Ignite/Jumpin' Jaks, Festival Way, Festival Leisure Park, Basildon, SS14 3WB	EX625944 EX625940
Luminar Oceana Limited	Oceana, Park Place, Greyfriars Road, Cardiff, CF10 3DP	CYM42930
Luminar Gems Limited	Dusk, Units 4,5 and 6 Dolphin House, North Street, Guildford, GU1 4AA	SY638400
Luminar Gems Limited	Jumpin' Jaks, The Skydome, Spon Street, Coventry, CV1 3AZ	WM712210
Luminar Oceana Limited	Oceana, 125-127 The Parade, High Street, Watford, WD17 1NA	HD401517
Luminar Liquid Limited	Liquid, Victoria Street, Windsor, SL4 1BB	BK383033
Luminar Oceana Limited	Oceana, Xscape, 602 Marlborough Gate, Milton Keynes, MK9 3XS	BM268320
Luminar Lava Ignite Limited	Lava Ignite, 3 West Tollcross, Edinburgh, Scotland	MID54547
Luminar Gems Limited	The Place, 20 and 22 Sidney Street, Cambridge, CB2 3HG	CB355947
Luminar Gems Limited	Tru, 52-54 High Street, Camberley, GU15 3RS	SY638171
Luminar Lava Ignite Limited	The Project, Unit 1b, Riverside, Norwich, NR1 1WX	NK245546
Luminar Liquid Limited	Liquid, Unit A, New Road, Peterborough, PE1 1FJ	CB249122

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 15

Name of Chargor/Registered Proprietor	Description of Property	Title Number
Luminar Lava Ignite Limited	Lava Ignite, Cantay House, 36-39 Park End Street, Oxford, OX1 1JD	ON287020
Luminar Liquid Limited	Liquid, Connaught Drill Hall, Stanhope Road, Portsmouth, PO1 1DP	PM8454
Luminar Gems Limited	Club Brazilia, Station Hill, Bury St Edmunds, Suffolk, IP32 6AD	Unregistered lease dated 24 February 2006 between Peal Estates LLP (1) and Luminar South and East (2) for a term of five years from and including 24 February 2006 and expiring on 23 February 2011
Luminar Oceana Limited	Oceana, 72-77 The Kingsway, Swansea, SA1 5JE	CYM106375 CYM1413
Luminar Liquid Limited	Liquid, 97 Church Gate, Leicester, LE1 3AN	LT337543
Luminar Liquid Limited	Liquid, 141-143 Eastgate Street, Gloucester, Gloucestershire, GL1 1QB	GR224914
Luminar Gems Limited	Squires, Lowthian House, Market Street, Preston, PR1 2ES	LA430698
Luminar Liquid Limited	Liquid, Cardinal Park, Grey Friars Road, Ipswich, IP1 1AX	SK192102 SK277971

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 16

Name of Chargor/Registered Proprietor	Description of Property	Title Number
Luminar Oceana Limited	Oceana, Barbican Leisure Park, 8 Barbican Approach, Plymouth, PL4 0LG	DN535667
Luminar Liquid Limited	Liquid/Envy, 233 High Street, Uxbridge, UB8 1LE	AGL95152
Luminar Gems Limited	Ballare, First and part Third floor, St George House, 1 Guildhall Street, Cambridge, CB2 3NE	Unregistered lease dated 18 August 2003 between Barclays Nominees (George Yard) Limited (1) and Luminar Leisure Limited (2) for a term of years from and including 4 January 2000 and expiring on 17 August 2013

and any Land that the parties agree in writing shall be charged pursuant to Clause 3 2 (a) (Fixed Security)

"Permitted Encumbrances" has the meaning given to that term in the Facilities Agreement

"Permitted Licence" means any non-exclusive licence granted by the Charging Company in respect of promotional events or materials relating to the nightclub business of the Group

"Receivables" means all sums of money receivable by the Charging Company at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (Fixed security)

"Relevant Chargor" means Luminar Oceana Limited, Luminar Lava Ignite Limited, Luminar Liquid Limited and Luminar Gems Limited, being holders of the Limited Partnership Interests

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 17

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents.

"Security Trustee" means Lloyds TSB Bank plc acting as Security Trustee and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

"Senior Finance Document" means the Facilities Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, the Transaction Security Documents, the Intercreditor Deed, the Amendment and Restatement Agreement, any Transfer Certificate or undertaking delivered pursuant to Clause 26 (*Changes to the Lenders*) of the Facilities Agreement, any Ancillary Document, any Compliance Certificate, any Utilisation Request, any Selection Notices and any other document designated as such by the Agent and the Company (each term as defined in the Facilities Agreement)

"Senior Finance Party" means the Agent, the Security Trustee, the Arranger, the Lenders and any Ancillary Lender (each term as defined in the Facilities Agreement)

"Specified Intellectual Property" means the Intellectual Property described below

Name of Chargor	Trade Mark	Trade Mark Number
Luminar Brands LP Incorporated	Envy	2429890
	Lava & Ignite / Lava and Ignite	2374508
	Liquid	2235776
	Oceana	2276651

and any other Intellectual Property that the parties agree in writing shall be Specified Intellectual Property charged pursuant to Clause 3 2 (*Fixed Security*)

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>CONTINUATION PAGE 18</p> <p>"Specified Investments" means, in relation to the Charging Company, all Investments which at any time</p> <ul style="list-style-type: none"> (a) represent a holding in any of the companies specified in Schedule 8 (<i>Obligors Subject to Fixed Share Security</i>), (b) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority", which owns or acquires any interest in Land on or after the Effective Date, (c) represent a holding in the Limited Partnership of the Charging Company (to include a Limited Partnership Interest), (d) are held in the name of the Security Trustee or its nominee or to its order, or (e) the Charging Company has deposited certificates for with the Security Trustee or which, if uncertificated, are held in an escrow or other account in favour of the Security Trustee or its nominee, <p>including for the avoidance of doubt any Specified Investments which constitute Jersey Collateral or Guernsey Collateral</p> <p>END OF CONTINUATION PAGES</p>	

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Not applicable

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Hogen Lovell International LLP. X

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

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Caroline Mortimer**

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

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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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 enquiries@companieshouse.gov.uk

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



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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4836880
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 DECEMBER
2010 AND CREATED BY LUMINAR MIDLANDS AND WEST FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH CHARGOR TO ALL OR ANY OF THE BENEFICIARIES ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 15 DECEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 DECEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES