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Particulars of a mortgage or charge

395

CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for the mortgage or charge.

Please do not write in this margin
Please complete legibly, preferably in black type or bold block lettering

Pursuant to section 395 of the Companies Act 1985

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

For Official use

Company Number

16

02182712

02188184 Taken from file

*insert full name of company

Name of Company

Luminar Leisure Limited (the "Company")

Date of creation of the charge

16 December 2004

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

Floating Charge (the "Security Document") dated 16 December 2004 between the Chargors and the Security Trustee.

Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Security Document as meaning in respect of a Chargor all present and future moneys, debts and liabilities due, owing or incurred by it to any Secured Creditor in relation to any of the Creditor 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).

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

Barclays Bank PLC of 5 The North Colonnade, Canary Wharf, London as security trustee (the "Security Trustee"), which expression includes its successors in title, permitted assigns and permitted transferees, as security trustee for the benefit of the Secured Creditors.

Postcode

E14 4BB

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000 ext 5864

Ref: S Bassili

For official Use
Mortgage Section

Post room



Time critical reference

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

Particulars as to commission allowance or discount (note 3)

(Nil)

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed

L. M. Davies

Date

22/December/04

On behalf of chargee[†]

Note

[†] Delete as appropriate

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, e.g. "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures including in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Short particulars of all the property mortgaged or charged

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charged in favour of the Security Trustee (as trustee for the Secured Creditors) by way of first floating charge its undertaking and all its assets, both present and future.

Note (1): The Security Document provides that:

1 Security: The Company shall not create or permit to subsist any Security over the Charged Assets except for:

- (a) the Charges;
- (b) the Existing Floating Charges; or
- (c) liens arising by operation of law and in the ordinary course of trading,

and the Company shall not take any action which is prohibited by clause 21.3 (*Negative pledge*) of the Facility Agreement, except as permitted by such clause.

2 Disposal: The Company shall not (nor shall the Company agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Charged Assets except for a disposal in the ordinary course of trade of assets or as permitted by clause 21.4 (*Disposals*) of the Facility Agreement.

3 Conversion by notice: The Security Trustee may convert the floating Charge into a fixed Charge (either generally or specifically) by notice to the Company specifying the relevant Charged Assets:

- (a) if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
- (b) while an Enforcement Event is continuing.

4 Automatic conversion: If:

- (a) the Company takes any step to create any Security in breach of the restriction described in paragraph 1 (*Security*) of Note 1 over any of the Charged Assets; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

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

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facility Agreement.

"Act" means the Companies Act 1985.

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement.

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement.

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"Agent" means Barclays Bank PLC in its capacity as agent for the Lenders and each successor Agent appointed from time to time under Clause 25.12 (*Resignation of the Agent or the Security Trustee*) of the Facility Agreement.

"Amendment and Restatement Agreement" means the agreement dated 16 December 2004, pursuant to which the Facility Agreement is amended and restated.

"Ancillary Facilities" means all forward foreign exchange contracts, interest rate protection agreements, terminable indemnities, business card facilities, guarantee, overdraft and other facilities provided to the Parent by the Lenders from time to time on terms which are separately documented by the Lenders including, for the avoidance of doubt, all such facilities provided to the Parent by the Lenders which are existing at the date of the Amendment and Restatement Agreement, and **"Ancillary Facility"** shall be construed accordingly.

"Ancillary Facility Providers" means the Lenders providing one or more Ancillary Facilities.

"Arranger" means Barclays Capital (the Investment Banking Division of Barclays Bank PLC) and The Royal Bank of Scotland plc (whether acting individually or together) as mandated lead arrangers.

"assets" includes present and future properties, revenues and rights of every description.

"Borrower" means the Parent or an Additional Borrower.

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

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document.

"Chargors" means Luminar plc, Luminar Dancing Limited, Northern Leisure Limited, Luminar Leisure Limited, Luminar Midlands and West Limited, Luminar North Limited, Luminar Dancing Scotland Limited, Luminar South and East Limited, Luminar No. 1 Limited, Candu Entertainment Limited, Luminar Dancing Finance Limited, Luminar Entertainment Finance Limited, Life Limited, Luminar Brands Limited and Luminar IP Limited.

"Creditor Finance Document" means:

- (i) the Facility Agreement;
- (ii) any document setting out the terms of any Ancillary Facility;
- (iii) the Security Document;
- (iv) any:
 - (a) Floating Charge executed by a Group Company; and
 - (b) guarantee and any document creating security executed and delivered after the date of the Facility Agreement as security for any of the obligations and liabilities of the Borrowers and the other members of the Group under any Finance Document.
- (v) any Fee Letter;
- (vi) any Accession Letter;
- (vii) any document under which a Liability exists or may exist; and

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- (viii) any document designated by the Chargors and the Security Trustee as a Creditor Finance Document.

"Dormant Subsidiary" means, on any given date, a Group Company (a) which has been dormant within the meaning of section 249AA of the Act the period of 12 months ending on that date and (b) the value of whose assets (other than Financial Indebtedness owed by another Group Company does not exceed in aggregate £5,000.

"Enforcement Event" means the occurrence of an Event of Default under the Facility Agreement.

"Event of Default" means any event or circumstance specified as such in Clause 22 (*Events of Default*) of the Facility Agreement.

"Existing Floating Charge" means any of the floating charges dated 28 March 2001, 10 September 2003 and 23 July 2004, executed by the Chargors named therein in favour of the Security Trustee.

"Facility Agreement" means the facility agreement dated 28 March 2001, as amended and restated on 10 July 2002, further amended on 23 September 2003, and further amended and restated on 16 December 2004 between the Parent as Borrower, the Parent and certain of the Parent's Subsidiaries as guarantors, the Arranger, the Lenders named in that agreement and Barclays Bank PLC as Agent and Security Trustee.

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Parent (or, as the case may be, the Agent and the Parent, the Security Trustee and the Parent) setting out any of the fees referred to in Clause 11 (*Fees*) of the Facility Agreement.

"Finance Lease" means 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.

"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 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);

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- (h) shares which are expressed to be redeemable at any time prior to the Termination Date;
- (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.

"Floating Charge" means an Existing Floating Charge and a New Floating Charge.

"Group" means the Parent and its Subsidiaries (other than its Dormant Subsidiaries) for the time being and **"Group Company"** means a member of the Group.

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 24 of the Facility Agreement (*Changes to the Obligors*).

"Lender" means:

- (a) any Original Lender; and
- (b) any bank or financial institution which has become a Party in accordance with Clause 23 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

"New Floating Charge" means a floating charge over the whole or substantially the whole of the assets of each Obligor in the agreed form to be executed by each Obligor in favour of the Security Trustee.

"Obligor" means a Borrower or a Guarantor.

"Original Guarantors" means the subsidiaries of the Parent listed in Part I of Schedule 1 of the Facility Agreement and the Parent as original guarantors.

"Original Lenders" means Barclays Bank PLC, National Westminster Bank plc, Lloyds TSB Bank plc, The Governor and Company of the Bank of Ireland, HSBC Bank plc and Commerzbank AG, London Branch.

"Parent" means means Luminar Plc, with registration number 3170142.

"Party" means a party to the Facility Agreement and includes its successors in title, permitted assigns and permitted transferees.

"person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing.

"Secured Creditors" means the Lenders and the Ancillary Facility Providers (and **"Secured Creditor"** shall be construed accordingly).

"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.

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, for the purpose of Clause 20 (*Financial covenants*) of the Facility Agreement and in relation

Name of Company

Luminar Leisure Limited

Company Number

02182712

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to financial statements of the Group, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

"Termination Date" means the date which is five years after the date of the Amendment and Restatement Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02188184

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE DATED THE 16th DECEMBER 2004 AND CREATED BY LUMINAR LEISURE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM A CHARGOR TO ANY SECURED CREDITOR 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 22nd DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th DECEMBER 2004.

C-C



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —