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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

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

For official use

Company number

[2][1][1][1]

05882682

Name of company

* Luminar CRC Limited (the "Charging Company")

Date of creation of the charge

15 August 2007

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

Floating charge dated 15 August 2007 and made between (1) the Charging Company and others and (2) Lloyds TSB Bank plc in its capacity as Security Trustee for the benefit of the Secured Creditors (each defined term as defined in the attached schedule) (the "Floating Charge")

Amount secured by the mortgage or charge

The Charging Company's Liabilities (as defined in the attached schedule)

References to any Finance Document (as defined in the attached schedule) include reference to such Finance Document as amended, novated, supplemented, extended or restated

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

Lloyds TSB Bank plc (in its capacity as Security Trustee for the benefit of the Secured Creditors (each as defined in the attached schedule)), 25 Gresham Street, London

Postcode EC2V 7HN

Presenter's name address and
reference (if any)

Lovells LLP
Atlantic House
Holborn Viaduct
London
EC1A 2FG

F3TSLCP/TSA/PO/1850148

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



Short particulars of all the property mortgaged or charged

See part II of the attached schedule

The attached schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Floating Charge 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)

Not applicable

Signed

Lorinus LLP

Date *29 August 2007*

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 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**.

SCHEDULE TO FORM 395 FOR LUMINAR CRC LIMITED

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Floating Charge unless otherwise specified. References in this Schedule to the Floating Charge or to any other document (including any Finance Document) include reference to the Floating Charge, or to such other document, as varied in any manner from time to time. In this Form 395 the following expressions have the following meanings respectively set out below:

"Agent" means Lloyds TSB Bank plc in its capacity as agent for the Lenders and each successor Agent appointed from time to time under the Facilities Agreement,

"Arranger" means Lloyds TSB Corporate Markets, Barclays Capital and The Royal Bank of Scotland plc acting as agent for National Westminster Bank Plc, acting as mandated lead arrangers (whether acting individually or together),

"Attributable Debt" means as to any particular Sale and Leaseback permitted by Clause 21 3(c)(ii) of the Facilities Agreement, the total amount of rent (discounted semi-annually from the respective due dates thereof at the interest rate implicit in such Leaseback or, in the case of an operating lease, interest discounted at LIBOR) required to be paid by the lessee under such Leaseback during the remaining term thereof,

"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 pursuant to the Floating Charge,

"Chargor" means each company named in Part IV (*The Chargors*) of this Schedule,

"Facilities" means the facilities made available pursuant to the Facilities Agreement,

"Facilities Agreement" means the single currency revolving facilities agreement dated 15 August 2007 and made between the Parent (as the Company), the parties listed therein as Original Borrowers, the parties listed therein as Original Guarantors, the Arranger, the financial institutions listed therein as Original Lenders and Lloyds TSB Bank plc acting as Agent and Security Trustee (each defined term as defined therein unless otherwise defined in this Schedule),

"Finance Document" means the Facilities Agreement, the Overdraft Letter, each Overdraft Agreement (including the guarantee in favour of the Overdraft Bank dated on or about the date of the Overdraft Letter), the Intercreditor Deed, the Floating Charge, any Transaction Security Document, any Fee Letter, any Accession Letter, any Resignation Letter, any Utilisation Request, any Conversion Request, any Compliance Certificate, any Hedging Agreement (each such term as defined in the Facilities Agreement unless otherwise defined in this Schedule) and any document designated by the Chargors and the Agent as a Finance Document,

"Finance Parties" means the Agent, the Arranger, the Lenders and the Security Trustee,

"Financial Indebtedness" has the meaning given to such term in the Facilities Agreement,

"Floating Charge Date" means 15 August 2007,

"Group" has the meaning given to such term in the Facilities Agreement,

"Hedging Counterparties" has the meaning given to such term in the Intercreditor Deed,

"Intercreditor Deed" means the intercreditor deed dated 15 August 2007 and made between, among others, Lloyds TSB Bank plc as security trustee and agent, the senior creditors named therein, the Overdraft Bank, the hedging counterparties named therein (if any) and the Parent as the parent,

"Leaseback" has the meaning given to such term in the Facilities Agreement,

"Lenders" has the meaning given to such term in the Facilities Agreement,

"Liabilities" of a Chargor means all present and future moneys, debts and liabilities due, owing or incurred by it to any Secured Creditor in relation to any of 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),

"Overdraft Bank" means The Royal Bank of Scotland plc acting as agent for National Westminster Bank Plc as overdraft bank,

"Parent" means Luminar plc, a limited liability company incorporated in England and Wales with registration number 03170142,

"Permitted Encumbrance" has the meaning given to such term in the Facilities Agreement,

"Sale and Leaseback" has the meaning given to such term in the Facilities Agreement,

"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 Creditors" means the Finance Parties, the Overdraft Bank and the Hedging Counterparties (and **"Secured Creditor"** shall be construed accordingly), and

"Security Trustee" means Lloyds TSB Bank plc acting as security trustee on behalf of the Secured Creditors and includes its successors and assigns

Part II

Particulars of property mortgaged or charged

As security for the payment of all Liabilities (whether of itself or of any other Chargor), the Charging Company, with full title guarantee, charged in favour of the Security Trustee by way of floating charge its undertaking and all its assets, both as at the Floating Charge Date and thereafter

Part III

Covenants and Restrictions

- 1 By Clause 4 1 (a) (*Security*) the Charging Company agreed that it would not (subject to Clause 4 1 (c) (*Security*) (as described below)) create or permit to subsist any Security over any of its assets
- 2 By Clause 4 1 (b) (*Security*) the Charging Company agreed that it would not (subject to Clause 4 1 (c) (*Security*) (as described below))
 - (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 an Obligor (as defined in the Facilities Agreement) 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
- 3 By Clause 4 1 (c) (*Security*), the Charging Company and the Security Trustee agreed that Clauses 4 1 (a) and (b) would not apply to any Permitted Encumbrance or, subject to Clause 7 7 (*Mandatory prepayment of Disposal Proceeds*) of the Facilities Agreement, any Sale and Leaseback where the aggregate value of the Attributable Debt does not at any time during the continuance of the Facilities exceed £15,000,000
- 4 By Clause 4 2 (*Disposal*), the Charging Company agreed that it would not (nor would it 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 the terms of the Facilities Agreement

Part IV

The Chargers

NAME OF CHARGOR	REGISTRATION NUMBER (OR EQUIVALENT, IF ANY) AND JURISDICTION OF INCORPORATION
Luminar plc	3170142 - England
Luminar Dancing Limited	2197132 - England
Northern Leisure Limited	2182712 - England
Luminar Leisure Limited	2188184 - 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
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	Guernsey
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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05882682

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE DATED THE 15th AUGUST 2007 AND CREATED BY LUMINAR CRC LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE OF A CHARGOR TO ANY SECURED CREDITOR 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 30th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th SEPTEMBER 2007

A handwritten signature in black ink, appearing to be 'R' followed by a flourish.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES