

MG01

Particulars of a mortgage or charge



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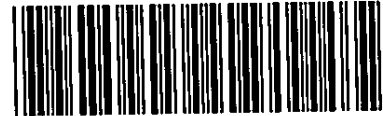
A fee is payable with this form.

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
company. To do this, use
form MG01s

WEDNESDAY



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LEH1NPYR

15/12/2010

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COMPANIES HOUSE

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jk

1

Company details

Company number 5 8 8 2 6 8 4

Company name in full Luminar Jaks Limited
(the "Charging Company")

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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Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 1

2 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Trustee

(a) by way of legal mortgage, the Mortgaged Property

(b) by way of fixed charge

(1) all other Land which is at the Debenture Date, or in the future becomes, its property,

(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,

(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,

(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,

(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,

(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,

(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,

(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,

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CONTINUATION PAGE 2

- (1x) 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,
- (x1) all Specified Intellectual Property belonging to it, subject to any Permitted Licences,
- (x11) 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,
- (x111) 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,
- (x1v) 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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CONTINUATION PAGE 3

(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,

(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,

(xviii) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,

(xix) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future,

(xx) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account, and

(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

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

(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

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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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(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

5 By Clause 12 2 (Negative covenants), 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)

(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),

(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),

(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

(d) amend the specification or drawings referred to in any granted patent comprised in the Specified Intellectual Property

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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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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

"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 (Collection Account) of the Debenture

"Company" means Luminar Group Holdings plc a limited liability company incorporated under the laws of England and Wales with registered number 06239034

"Debenture Date" means 8 December 2010

"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

"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)

"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)

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 1 (Assignments) of the Debenture or within a mortgage or fixed charge created by Clause 3 2 (Fixed security) of the Debenture or the subject of a Guernsey Security Interest or arising on crystallisation of a floating charge whether under Clause 4 (Crystallisation) of the Debenture or otherwise

"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

"Group" means the Company and its Subsidiaries for the time being

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|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>CONTINUATION PAGE 9</p> <p>"Guernsey Collateral" means such power, right, title, interest and benefit, present and future of each Relevant Chargor in, to and under</p> <p>(a) each of the Specified Investments which are or are deemed to be situate in the Island of Guernsey,</p> <p>(b) each Limited Partnership Interest, and</p> <p>(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</p> <p>"Guernsey Security Interest" means a Security Interest created in respect of the Guernsey Collateral pursuant to Clause 3 5 (<i>Guernsey collateral</i>) in accordance with the requirements of the Guernsey Security Interests Law (each term as defined in the Debenture)</p> <p>"Hedging Agreement" has the meaning given to that term in the Intercreditor Deed</p> <p>"Hedging Counterparty" has the meaning given to that term in the Intercreditor Deed</p> <p>"Holding Account" has the meaning given to that term in the Facilities Agreement</p> <p>"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</p> <p>"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</p> <p>"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) (x1) to (xvi) inclusive of Clause 3 2 (<i>Fixed security</i>) and/or the subject of a Guernsey Security Interest</p> | |

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"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)

"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

"Jersey Collateral"

- (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

"Land" means

- (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

"Limited Partnership" means Luminar Brands LP Incorporated (Guernsey registration number 715)

"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

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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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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 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

CONTINUATION PAGE 18

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time

- (a) represent a holding in any of the companies specified in Schedule 8 (*Obligors Subject to Fixed Share Security*),
- (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,

including for the avoidance of doubt any Specified Investments which constitute Jersey Collateral or Guernsey Collateral

END OF CONTINUATION PAGES

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Particulars of a mortgage or charge

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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 Heger Loans International Ltd. 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 5882684
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 DECEMBER
2010 AND CREATED BY LUMINAR JAKS LIMITED 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