

MG01

Particulars of a mortgage or charge



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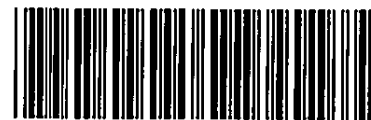
A fee is payable with this form

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 for
company. To do this, please use
form MG01s

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COMPANIES HOUSE

1	Company details	For official use
Company number	0 6 5 1 1 8 0 1	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Luminar Nightclubs 1 Limited (the "Charging Company")	
2	Date of creation of charge	
Date of creation	d1 d0 m0 m8 y2 y0 y1 y0	
3	Description	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
	Deed of Accession and Charge dated 10 August 2010 made between the Charging Company and others in favour of Lloyds TSB Bank plc in its capacity as Security Trustee for the Secured Creditors (as defined in the Continuation Pages to Section 6 of this Form MG01) (the "Deed of Accession")	
4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	The Liabilities (as defined in the Continuation Pages to Section 6 of this form MG01)	
	Reference to any Finance Document (as defined in the Continuation Pages to Section 6 of this form MG01) includes 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 (as Security Trustee)		
Address	25 Gresham Street		
	London		
Postcode	E C 2 V 7 H N		
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	<p>In this Section 6, references to clauses and Schedules are to Clauses of, and Schedules to, the Deed of Accession unless otherwise specified. References in this Form MG01 to the Deed of Accession or to any other document include reference to the Deed of Accession, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are as set out at the end of the Continuation Pages to this Section 6.</p> <p>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 Deed of Accession and which must be read as part of those charges.</p> <p>The Deed of Accession creates a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986 over all or substantially all of the Charging Company's assets, as follows:</p> <p>Particulars of property charged</p> <p>As security for the payment of all Liabilities (whether of the Charging Company or any other Chargor (such term including each New Chargor)), the Charging Company, with full title guarantee, charged in favour of the Security Trustee (as trustee for the Secured Creditors) by way of floating charge its undertaking and all its assets, both present and future.</p> <p>PLEASE ALSO SEE ATTACHED CONTINUATION PAGES</p>		

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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

None

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 *Hogon Luells International Ltd* X

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

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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 Ref 0143L.04013, F3SF/F1CH

Company name
Hogan Lovells International
LLP

Address Atlantic House

50 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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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 1

Covenants and Restrictions contained in the Principal Deed

- 1 By acceding to Clause 4 1(a) (*Security*) of the Principal Deed, the Charging Company agreed not to create or permit to subsist any Security over any of its assets
- 2 By acceding to Clause 4 1(b) (*Security*) of the Principal Deed, the Charging Company agreed not to
 - (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 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 acceding to Clause 4 1 (c) (*Security*) of the Principal Deed, the Charging Company agreed that Clauses 4 1 (a) and (b) of the Principal Deed (as described in paragraphs 1 and 2 above) do not apply to
 - (a) any Permitted Encumbrance, or
 - (b) 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 acceding to Clause 4 2 (*Disposal*) of the Principal Deed, the Charging Company agreed not to (and agreed not to 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.

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CONTINUATION PAGE 2

- 5 By acceding to Clause 5.3 (No other prejudicial conduct) of the Principal Deed, the Charging Company agreed not to do, or permit to be done, anything which could prejudice the Charges except to the extent expressly permitted by the terms of the Finance Documents

Definitions

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

"Agent" shall have the meaning given to such term in the Facilities Agreement

"Attributable Debt" shall have the meaning given to such term in the Facilities Agreement

"Borrower" shall have the meaning given to such term in the Facilities Agreement

"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 Deed of Accession

"Chargor" means each company named below:

- (a) Strobe 4 (formerly Luminar Dancing Limited) (incorporated in England with registered number 2197132),
- (b) Strobe 5 (formerly Northern Leisure Limited) (incorporated in England with registered number 2182712),
- (c) Luminar Midlands and West (incorporated in England with registered number 4836880),
- (d) Luminar North (incorporated in England with registered number 4836879),
- (e) Luminar Dancing Scotland (incorporated in England with registered number 4836876),
- (f) Luminar South and East (incorporated in England with registered number 4836874),
- (g) Luminar No 1 Limited (incorporated in England with registered number 4836873),

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- (h) Luminar Dancing Finance (incorporated in England with registered number 4836870),
- (i) Luminar Entertainment Finance (incorporated in England with registered number 4836868),
- (j) Life Limited (incorporated in England with registered number 3474139),
- (k) Luminar Brands (incorporated in England with registered number 4722159),
- (l) Luminar IP (incorporated in England with registered number 4722056),
- (m) Luminar Oceana Limited (incorporated in England with registered number 5882671),
- (n) Luminar Lava Ignite Limited (incorporated in England with registered number 5882669),
- (o) Luminar Life Limited (incorporated in England with registered number 5883559),
- (p) Luminar Liquid Limited (incorporated in England with registered number 5882674),
- (q) Luminar Jam House Limited (incorporated in England with registered number 5883592),
- (r) Luminar Gems Limited (incorporated in England with registered number 5882675),
- (s) Luminar Finance 2006 Limited (incorporated in England with registered number 5933934),
- (t) Luminar CRC Limited (incorporated in England with registered number 5882682),
- (u) Luminar Dancing (2006) Limited (incorporated in England with registered number 5881344),
- (v) Luminar Entertainment (2006) Limited (incorporated in England with registered number 5881342),

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- (w) Luminar Jaks Limited (incorporated in England with registered number 5882684),
- (x) Luminar Brands LP Incorporated (incorporated in Guernsey),
- (y) Luminar Finance Limited (incorporated in England with registered number 5293864),
- (z) Luminar (Jersey) Limited (incorporated in Jersey with registered number 83826),
- (aa) Luminar Jersey (Liquid) Limited (incorporated in Jersey with registered number 83825),
- (bb) Luminar Jersey (Chicago Rock Cafe) Limited (incorporated in Jersey with registered number 83827), and
- (cc) Luminar Jersey (The) Limited (incorporated in Jersey with registered number 83828)

"Facilities" shall have the meaning given to such term in the Facilities Agreement

"Facilities Agreement" means the single currency revolving facilities agreement dated 15 August 2007 between Luminar plc as the Company, the parties listed therein as Original Borrowers, the parties listed therein as Original Guarantors, Lloyds TSB Corporate Markets, Barclays Capital and The Royal Bank of Scotland plc acting as agent for National Westminster Bank Plc as Arrangers, the financial institutions listed therein as Original Lenders and Lloyds TSB Bank plc acting as Agent and Security Trustee (as amended from time to time)

"Finance Document" means

- (a) the Facilities Agreement,
- (b) the Overdraft Letter,

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- (c) each Overdraft Agreement (including the guarantee in favour of the Overdraft Bank dated on or about the date of the Overdraft Letter),
- (d) the Intercreditor Deed,
- (e) the Principal Deed,
- (f) any Transaction Security Document,
- (g) any Fee Letter,
- (h) any Accession Letter,
- (i) any Resignation Letter,
- (j) any Utilisation Request,
- (k) any Conversion Request,
- (l) any Compliance Certificate,
- (m) any Hedging Agreement, and
- (n) any document designated by the Chargors and the Agent as a Finance Document,

each as defined in the Facilities Agreement, unless otherwise defined in this Form MG01

"Finance Parties" means the Agent, the Arranger, the Lenders and the Security Trustee (each as defined in the Facilities Agreement, unless otherwise defined in this Form MG01)

"Financial Indebtedness" has the meaning given to it in the Facilities Agreement

"Group" means Luminar Group Holdings plc and its Subsidiaries for the time being

"Guarantor" has the meaning given to it in the Facilities Agreement

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

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"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 (as defined therein), the Hedging Counterparties named therein and Luminar plc (as amended from time to time)

"Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred by the Charging Company 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)

"New Chargor" means each company named below

- (a) The Charging Company,
- (b) Luminar Group Holdings plc (incorporated in England with registered number 06239034),
- (c) Luminar Holdings Limited (incorporated in England with registered number 06442563),
- (d) Luminar Holdings 2 Limited (incorporated in England with registered number 06442565),
- (e) Luminar Nightclubs 2 Limited (incorporated in England with registered number 06498854),
- (f) Luminar Nightclubs 3 Limited (incorporated in England with registered number 06498855),
- (g) Luminar Leisure Limited (incorporated in England with registered number 03802937), and
- (h) Jam House Holdings Limited (incorporated in England with registered number 03874623)

"Obligor" means a Borrower or a Guarantor or a Chargor

"Overdraft Bank" has the meaning given to such term in the Intercreditor Deed

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"Permitted Encumbrance" shall have the meaning given to such term in the Facilities Agreement

"Principal Deed" means a floating charge dated 15 August 2007 between (1) the Chargors and (2) the Security Trustee as security trustee for the Secured Creditors

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

"Secured Creditors" means the Finance Parties, the Overdraft Bank and the Hedging Counterparties (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

"Security Trustee" means Lloyds TSB Bank plc including its successors and assigns, as security trustee for the benefit of the Secured Creditors

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 or, where the context requires, the Company (Jersey) Law 1991



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

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

COMPANY NO. 6511801
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION AND
CHARGE DATED 10 AUGUST 2010 AND CREATED BY LUMINAR
NIGHTCLUBS 1 LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY 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 25 OF THE COMPANIES ACT 2006 ON THE
13 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 AUGUST 2010

0x



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES