

M

CHFP025

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

Insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

115

06511801

Name of company

* Luminar Nightclubs 1 Limited (the "Charging Company")

Date of creation of the charge

10 March 2008

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

Deed of Accession and Charge dated 10 March 2008 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 this Form 395) (the "Deed of Accession")

Amount secured by the mortgage or charge

The Liabilities (as defined in the Continuation Pages to this Form 395)

Reference to any Finance Document (as defined in the Continuation Pages to this Form 395) 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

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

Lloyds TSB Bank plc (as Security Trustee)
25 Gresham Street
London

Postcode EC2V 7HN

Presentor's name address and
reference (if any)

Hogan Lovells International LLP
Atlantic House
Holborn Viaduct
London
EC1A 2FG

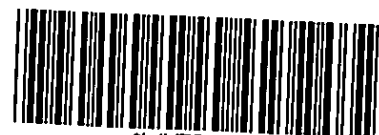
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Time critical reference

For official Use (06/2005)

Mortgage Section

WEDNESDAY



LD2

LJVZ5N1R

01/09/2010

353

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

PLEASE SEE ATTACHED CONTINUATION PAGES

The Continuation Pages to this Form 395 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

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)

None

Signed

Hogan Lovers International Ltd

Date

1/09/2010

On behalf of ~~[company]~~ [mortgagee/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 situate 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**

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**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

06511801

Name of Company

Luminar Nightclubs 1 Limited (the "Charging Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

n/a

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

n/a

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

n/a

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

In this Form 395, references to clauses and Schedules are to Clauses of, and Schedules to, the Deed of Accession unless otherwise specified. References in this Form 395 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 395 (including these Continuation Pages) are as set out at the end of the Continuation Pages to this Form 395.

Particulars of property charged

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 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.

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.

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company Number

06511801

Name of Company

Luminar Nightclubs 1 Limited (the "Charging Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

n/a

n/a

*Please complete
legibly, preferably
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bold block lettering*

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
legibly, preferably
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bold block lettering*

n/a

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
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

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

Definitions

In this Form 395 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 2 (formerly Luminar plc) (incorporated in England with registered number 3170142),
- (b) Strobe 4 (formerly Luminar Dancing Limited) (incorporated in England with registered number 2197132),
- (c) Strobe 5 (formerly Northern Leisure Limited) (incorporated in England with registered number 2182712),
- (d) Strobe 3 (formerly Luminar Leisure Limited) (incorporated in England with registered number 2188184),
- (e) Luminar Midlands and West (incorporated in England with registered number 4836880),
- (f) Luminar North (incorporated in England with registered number 4836879);
- (g) Luminar Dancing Scotland (incorporated in England with registered number 4836876),
- (h) Luminar South and East (incorporated in England with registered number 4836874),

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**Particulars of a mortgage or charge
(continued)**

Please do not
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Continuation sheet No 3
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

06511801

Name of Company

Luminar Nightclubs 1 Limited (the "Charging Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

n/a

Amount due or owing on the mortgage or charge (continued)

Please do not
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binding margin

n/a

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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in black type, or
bold block lettering*

n/a

*Please complete
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in black type, or
bold block lettering*

- (i) Luminar No.1 Limited (incorporated in England with registered number 4836873);
- (j) Luminar Dancing Finance (incorporated in England with registered number 4836870),
- (k) Luminar Entertainment Finance (incorporated in England with registered number 4836868),
- (l) Life Limited (incorporated in England with registered number 3474139),
- (m) Luminar Brands (incorporated in England with registered number 4722159),
- (n) Luminar IP (incorporated in England with registered number 4722056),
- (o) Luminar Oceana Limited (incorporated in England with registered number 5882671),
- (p) Luminar Lava Ignite Limited (incorporated in England with registered number 5882669);
- (q) Luminar Life Limited (incorporated in England with registered number 5883559),
- (r) Luminar Liquid Limited (incorporated in England with registered number 5882674),
- (s) Luminar Jam House Limited (incorporated in England with registered number 5883592),
- (t) Luminar Gems Limited (incorporated in England with registered number 5882675),
- (u) Luminar Finance 2006 Limited (incorporated in England with registered number 5933934),
- (v) Luminar CRC Limited (incorporated in England with registered number 5882682),
- (w) Luminar Dancing (2006) Limited (incorporated in England with registered number 5881344);
- (x) Luminar Entertainment (2006) Limited (incorporated in England with registered number 5881342),
- (y) Luminar Jaks Limited (incorporated in England with registered number 5882684),
- (z) Luminar Brands LP Incorporated (incorporated in Guernsey),
- (aa) Luminar Finance Limited (incorporated in England with registered number 5293864),
- (bb) Luminar (Jersey) Limited (incorporated in Jersey with registered number 83826),
- (cc) Luminar Jersey (Liquid) Limited (incorporated in Jersey with registered number 83825),

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 4
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
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bold block lettering*

Company Number

06511801

Name of Company

Luminar Nightclubs 1 Limited (the "Charging Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

n/a

n/a

*Please complete
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bold block lettering*

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

n/a

(dd) Luminar Jersey (Chicago Rock Cafe) Limited (incorporated in Jersey with registered number 83827); and

(ee) Luminar Jersey (The) Limited (incorporated in Jersey with registered number 83828)

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

"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,
- (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 395

"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 395).

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 5
to Form No 395 and 410 (Scot)

*Please complete
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bold block lettering*

Company Number

06511801

Name of Company

Luminar Nightclubs 1 Limited (the "Charging Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

n/a

n/a

*Please complete
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in black type, or
bold block lettering*

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

n/a

"**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

"**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) Luminar Group Holdings plc (incorporated in England with registered number 06239034),
- (b) Luminar Holdings Limited (incorporated in England with registered number 06442563),
- (c) Luminar Holdings 2 Limited (incorporated in England with registered number 06442565),
- (d) Luminar Nightclubs 1 Limited (incorporated in England with registered number 06511801),
- (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.

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

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

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 6
to Form No 395 and 410 (Scot)

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

Company Number

06511801

Name of Company

Luminar Nightclubs 1 Limited (the "Charging Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

n/a

n/a

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

Please do not
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binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

n/a

"**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

Please complete
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in black type, or
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IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

CLAIM NO 6573 OF 2010

BEFORE MR REGISTRAR NICHOLLS
DATED WEDNESDAY 25 AUGUST 2010

IN THE MATTER OF LUMINAR GROUP HOLDINGS PLC AND OTHERS
AND IN THE MATTER OF THE COMPANIES ACT 2006

LLOYDS TSB BANK PLC

Claimant

- and -

(1) LUMINAR GROUP HOLDINGS PLC
(COMPANY NUMBER 06239034)

(2) LUMINAR HOLDINGS LIMITED
(COMPANY NUMBER 06442563)

(3) LUMINAR HOLDINGS 2 LIMITED
(COMPANY NUMBER 06442565)

(4) LUMINAR NIGHTCLUBS 1 LIMITED
(COMPANY NUMBER 06511801)

(5) LUMINAR NIGHTCLUBS 2 LIMITED
(COMPANY NUMBER 06498854)

(6) LUMINAR NIGHTCLUBS 3 LIMITED
(COMPANY NUMBER 06498855)

(7) JAM HOUSE HOLDINGS LIMITED
(COMPANY NUMBER 3874623)



Defendants

ORDER

UPON THE APPLICATION BY PART 8 CLAIM FORM issued by the Claimant on 13 August 2010

AND UPON HEARING Counsel for the Claimant and the Solicitor for the Defendants

AND UPON READING the witness statement of Mr Paul Oldman dated 11 August 2010 and the witness statement of Mr Timothy O'Gorman dated 11 August 2010 (and their respective exhibits), and such other documents as are marked on the Court file as having been read

AND UPON each of the Defendants having entered into a Deed of Accession and Charge dated 10 March 2008 whereby each such Defendant created a floating charge over its undertaking and all its assets, both present and future, in favour of the Claimant (the "**Charges**") as security for the payment of all liabilities of each such Defendant to the Claimant referred to in the Deed of Accession and Charge

AND THE COURT BEING SATISFIED that each of the Defendants consents to short service of the Claim Form and to the relief hereby granted

AND THE COURT BEING SATISFIED that the omission to deliver to the Registrar of Companies pursuant to Section 395 of the Companies Act 1985 each of the Charges, together in each case with the prescribed particulars thereof, was accidental and/or due to inadvertence and that it is just and equitable to grant relief pursuant to Section 873 of the Companies Act 2006

IT IS ORDERED AND DECLARED THAT

- 1 These proceedings be heard on an expedited basis, and the time periods for (and service of) an acknowledgement of service and further evidence be dispensed with
- 2 For the purposes of section 395 of the Companies Act 1985, the period of time for the delivery of the relevant documents in respect of each of the Charges to the Registrar of Companies shall be extended to 14 September 2010
- 3 The Claimant shall deliver to the Registrar of Companies for the purposes of such registration (1) the prescribed particulars of each of the Charges, each in Form 395, and (2) the photocopy of the Deed of Accession and Charge dated 10 March 2008 (the original of which cannot be produced) initialled by the Registrar and attached hereto
- 4 The Claimant shall also deliver a sealed copy of this Order to the Registrar of Companies

And in respect of each of the Charges, this Order is without prejudice to the rights of any person acquired between the date of the creation of the respective charge and the date of its actual registration

Dated this 25th day of August 2010



CLAIM No 6573 of 2010

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

BEFORE MR REGISTRAR NICHOLLS
DATED WEDNESDAY 25 AUGUST 2010

BETWEEN

LLOYDS TSB BANK PLC

Claimant

- and -

LUMINAR GROUP HOLDINGS PLC
AND OTHERS

Defendants

ORDER



Hogan Lovells International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG
Ref, D4/JAT/CWR

+44 20 7296 2000

Claimant's solicitors



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6511801
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION AND
CHARGE DATED 10 MARCH 2008 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 XII OF THE COMPANIES ACT 1985 ON THE
1 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 SEPTEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES