

MG01

Particulars of a mortgage or charge

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LASERFORM

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  
particulars of a charge for a  
company. To do this, please  
form MG01s

MONDAY



A15 06/06/2011 159  
COMPANIES HOUSE

<b>1 Company details</b>		For official use	
Company number	2 1 8 9 4 2 7	28	
Company name in full	Dreams plc (the Chargor)		
		→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
<b>2 Date of creation of charge</b>			
Date of creation	27/05/2011		
<b>3 Description</b>			
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'			
Description	A debenture dated 27 May 2011 (the Deed) between the Chargor, Exponent (Rainbow) SPV 2 Limited, Exponent (Rainbow) SPV 3 Limited and The Royal Bank of Scotland plc as security agent for the Secured Parties (as defined in the attached continuation pages) (the Security Agent)		
<b>4 Amount secured</b>			
Please give us details of the amount secured by the mortgage or charge			
Amount secured	All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to each Secured Party under or pursuant to the TSR Facility and the Revolving Facility 1 (including all monies covenanted to be paid under the Deed), provided that no obligation or liability shall be included to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 678 and 679 of the Companies Act 2006 (the Secured Obligations)  Capitalised terms used but not defined here shall have the meaning given to them in the attached continuation pages		
Continuation page Please use a continuation page if you need to enter more details			

**MG01****Particulars of a mortgage or charge****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

The Royal Bank of Scotland plc as Security Agent and as trustee for the Secured Parties

Address

(as defined in the attached continuation pages) from time to time

135 Bishopsgate, London

Postcode

E C 2 M 3 U R

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

Please see attached continuation pages

**MG01****Particulars of a mortgage or charge**

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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 <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> 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	Nil	
<b>8</b>	<b>Delivery of instrument</b>  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 870)  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 866) 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)	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature <div style="display: flex; align-items: center;"><div style="margin-right: 10px;">X</div><div style="text-align: center;"><i>Allen &amp; Overy LLP</i> on behalf of the Secured Parties 3 June 2011</div><div style="margin-left: 10px;">X</div></div> <div>This form must be signed by a person with an interest in the registration of the charge</div>	

## MG01

### 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 RYY 84450-11 (BK 17209097)

Company name  
Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



#### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Chargor: Dreams plc (Company number: 2189427)</b></p> <p><b>1. GRANT OF SECURITY</b></p> <p><b>1.1 Nature of security</b></p> <p>All Security and dispositions created or made by or pursuant to the Deed are created or made</p> <p>(a) in favour of the Security Agent,</p> <p>(b) subject to clause 3.3 (Implied covenants to title) of the Deed (as described in paragraph 1.3 below) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and</p> <p>(c) as continuing security for payment of all of the Secured Obligations</p> <p><b>1.2 Qualifying floating charge</b></p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)</p> <p><b>1.3 Implied covenants to title</b></p> <p>The Chargor did not make any covenant (implied or otherwise) in respect of any Property pursuant to sections 3 (Charges, incumbrances and third party rights) or 4 (Validity of lease) of the Law of Property (Miscellaneous Provisions) Act 1994</p> <p><b>1.4 Trust</b></p> <p>All Security and dispositions made or created, and all obligations and undertakings contained, in the Deed to, in favour of or for the benefit of the Security Agent are made, created and entered into in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms set out in the Intercreditor Deed</p> <p><b>1.5 Continuing Security</b></p> <p>The Security constituted by the Deed is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period</p> <p><b>2. FIXED SECURITY</b></p> <p><b>2.1 Fixed charges</b></p> <p>Pursuant to the Deed, the Chargor charged and agreed to charge all its present and future right, title and interest in and to the following assets which are at any time owned by the Chargor, or in which the Chargor from time to time has an interest (in each case to the extent permitted)</p>

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) by way of legal mortgage</p> <p>(i) the Property specified in part 1 of schedule 1 (Details of Security Assets) to this Form MG01, and</p> <p>(ii) all other freehold Property or Long Leasehold Property at the date of the Deed vested in, or charged to, the Chargor (not charged by clause 4 1(a)(i) of the Deed (as described in paragraph 2 1(a)(i) above)),</p> <p>(b) by way of fixed charge</p> <p>(i) the Oldbury Property and all other freehold Property or Long Leasehold Property and all interests in the Oldbury Property or in freehold Property or in Long Leasehold Property (not charged by clause 4 1(a) of the Deed (as described in paragraph 2 1(a) above)), and</p> <p>(ii) all licences to enter upon or use the Oldbury Property and the freehold Property land and the Long Leasehold Property land and the benefit of all other agreements relating to such land,</p> <p>(c) by way of fixed charge all plant and machinery (to the extent not charged under clause 4 1(a) or clause 4 1(b) of the Deed (as described in paragraphs 2 1(a) and 2 1(b) above)) and the benefit of all contracts (to the extent permitted), licences and warranties relating to the same but excluding any such assets which are not owned by the Chargor,</p> <p>(d) by way of fixed charge</p> <p>(i) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Deed (as described in paragraph 2 1(c) above)), and</p> <p>(ii) the benefit of all contracts (to the extent permitted), licences and warranties relating to the same,</p> <p>but excluding any such assets which are not owned by the Chargor,</p> <p>(e) by way of fixed charge</p> <p>(i) all the Charged Securities referred to in part 2 of schedule 1 (Details of Security Assets) to this Form MG01, and</p> <p>(ii) all other Charged Securities (not charged by clause 4 1(e)(i) of the Deed (as described in paragraph 2 1(e)(i) above)),</p> <p>but excluding any such assets which are not owned by the Chargor,</p> <p>in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p>

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(f) by way of fixed charge</p> <p>(i) the Security Accounts and all monies at any time standing to the credit of the Security Accounts,</p> <p>(ii) all monies standing to the credit of the Chargor from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 4 1(f)(i) of the Deed (as described in paragraph 2 1(f)(i) above), and</p> <p>(iii) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts, which accounts shall at all times be operated in accordance with the terms of the Senior Facilities Agreement and the Mezzanine Facility Agreement,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p> <p>(g) by way of fixed charge</p> <p>(i) the Intellectual Property (if any) specified in part 4 of schedule 1 (Details of Security Assets) to this Form MG01, and</p> <p>(ii) all other Intellectual Property (if any) not charged by clause 4 1(g)(i) of the Deed (as described in paragraph 2 1(g)(i) above) but excluding any Intellectual Property in respect of computer software licences that are used in the day-to-day and ordinary course of business by the Group,</p> <p>(h) to the extent that any of the Assigned Assets are not effectively assigned under clause 4 2 (Security assignments) of the Deed (as described in paragraph 2 2 below), by way of fixed charge those Assigned Assets,</p> <p>(i) by way of fixed charge (to the extent not otherwise charged or assigned in the Deed)</p> <p>(i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and</p> <p>(ii) the benefit of any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and</p> <p>(j) by way of fixed charge all of the goodwill and uncalled capital of the Chargor</p> <p><b>2.2 Security assignments</b></p> <p>Pursuant to the Deed, the Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to</p>

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom (save that the exercise of all rights and remedies in connection with such Relevant Contracts and any entitlement to all proceeds and claims arising therefrom shall, in the absence of a Declared Default, be exercised at the sole discretion of the Chargor, subject always to the terms of the Senior Facilities Agreement),</p> <p>(b) the Insurances, all claims under the Insurances and all proceeds of the Insurances,</p> <p>(c) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing, and</p> <p>(d) immediately following the occurrence of a Declared Default all other Receivables (not otherwise assigned under clause 4 2(a), 4 2(b) or 4 2(c) of the Deed (as described in paragraphs 2 2(a), 2 2(b) and 2 2(c) above)),</p> <p>excluding in each case any asset already assigned to the Security Agent pursuant to the Existing Debenture, and subject always, in each case, to the proviso that the Security Agent (in whatever capacity) shall release any funds recovered under the Relevant Contract or the Insurances to the Holding Account and any funds held in the Holding Account referred to in clause 12 4 (Mandatory Prepayment Accounts and Holding Accounts) of the Senior Facilities Agreement or clause 8 4 (Mandatory Prepayment Accounts and Holding Accounts) of the Mezzanine Facility Agreement shall not be assigned and any Excluded Insurance Proceeds and Excluded Acquisition Proceeds shall be released to the Chargor and shall not be assigned To the extent that any Assigned Asset described in clause 4 2(b) of the Deed (as described in paragraph 2 2(b) above) is not assignable, the assignment which that clause purports to effect shall operate only as an assignment of all present and future rights and claims of the Chargor to any proceeds of the Assigned Asset</p> <p><b>3. FLOATING CHARGE</b></p> <p>Pursuant to the Deed, the Chargor charged and agreed to charge by way of floating charge all of its present and future</p> <p>(a) assets and undertaking (wherever located) which are not effectively charged by way of fixed mortgage or charge or assigned pursuant to the provisions of clause 4 1 (Fixed charges) (as described in paragraph 2 1 above), clause 4 2 (Security assignments) (as described in paragraph 2 2 above) or any other provision of the Deed,</p> <p>(b) (whether or not effectively so charged) heritable property and all other property and assets in Scotland, and</p> <p>(c) all leasehold Property</p> <p><b>4. CONVERSION OF FLOATING CHARGE</b></p> <p><b>4.1 Conversion by notice</b></p>



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Particulars of a mortgage or charge

<b>6</b>	<p><b>Short particulars of all the property mortgaged or charged</b></p> <p>Please give the short particulars of the property mortgaged or charged</p>
<b>Short particulars</b>	<p>Pursuant to the terms of the Deed, the Security Agent may, by written notice to the Chargor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if</p> <ul style="list-style-type: none"> <li>(a) a Declared Default has occurred, or</li> <li>(b) the Security Agent (acting reasonably and in good faith) considers those specified assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process</li> </ul> <p><b>4.2 Small companies</b></p> <p>The floating charge created under the Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor</p> <p><b>4.3 Automatic conversion</b></p> <p>The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge</p> <ul style="list-style-type: none"> <li>(a) in relation to any Security Asset which is subject to a floating charge if             <ul style="list-style-type: none"> <li>(i) the Chargor creates any Security (other than any Permitted Security) on or over the relevant Security Asset without the prior consent in writing of the Security Agent, or</li> <li>(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and</li> </ul> </li> <li>(b) over all the Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor</li> </ul> <p>Clause 6.3 of the Deed (as described in this paragraph 4.3) shall not apply to any Security Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion</p> <p><b>4.4 Partial conversion</b></p> <p>The giving of a notice by the Security Agent pursuant to clause 6.1 (Conversion by notice) of the Deed (as described in paragraph 4.1 above) in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Agent and/or the Secured Parties</p> <p><b>5. ACCOUNTS</b></p> <p>No monies at any time standing to the credit of any account (of any type and however</p>

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Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>designated) of the Chargor with the Security Agent and/or the Secured Parties (or any of them) or in which the Chargor has an interest, and no rights and benefits relating thereto, shall be capable of being assigned to any third party unless it is assigned pursuant to Permitted Security</p> <p><b>6. RESTRICTIONS ON DEALING</b></p> <p>Unless expressly permitted to do so under the Senior Facilities Agreement, the Chargor will not do or agree to do any of the following without the prior written consent of the Security Agent</p> <ul style="list-style-type: none"> <li>(a) create or permit to subsist any Security or Quasi-Security on any of the Security Assets (except a Permitted Security), or</li> <li>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction)</li> </ul> <p><b>7. RIGHTS IN RESPECT OF CHARGED INVESTMENTS</b></p> <p>Pursuant to the terms of the Deed</p> <ul style="list-style-type: none"> <li>(a) until the occurrence of a Declared Default, the Chargor shall be entitled to           <ul style="list-style-type: none"> <li>(i) receive and retain all dividends, distributions and other monies paid on or derived from the Charged Securities and if received by the Security Agent will be promptly paid over to the Chargor, and</li> <li>(ii) exercise all voting and other rights and powers attaching to the Charged Securities, provided that it must not do so in a manner which adversely affects the validity or enforceability of the Security granted over those Charged Securities or causes an Event of Default to occur,</li> </ul> </li> <li>(b) at any time following the occurrence of a Declared Default, the Security Agent may complete the instrument(s) of transfer for the Charged Securities on behalf of the Chargor in favour of itself or such other person as it may select,</li> <li>(c) at any time when any Charged Securities are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty           <ul style="list-style-type: none"> <li>(i) to ensure that any dividends, distributions or other monies payable in respect of those Charged Securities are duly and promptly paid or received by it or its nominee, or</li> <li>(ii) to verify that the correct amounts are paid or received, or</li> <li>(iii) to take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any of those Charged Securities, and</li> </ul> </li> </ul>

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## Particulars of a mortgage or charge

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Short particulars	<p>(d) at any time after the Security constituted by the Deed becomes enforceable, the Security Agent may exercise (in the name of the Chargor and without any further consent or authority of the Chargor) any voting rights and any powers or rights which may be exercised by the person(s) in whose name the Charged Investments are registered, or who is the holder of any of them, or otherwise (including all the powers given to trustees by section 10(3) and (4) of the Trustee Act 1925 as amended by section 9 of the Trustee Investment Act 1961 in respect of securities or property subject to a trust)</p> <p><b>8. DEFINITIONS AND INTERPRETATION</b></p> <p><b>8.1 Interpretation</b></p> <p>(a) Unless a contrary indication appears, any reference in this Form MG01 to</p> <p>(i) the "Chargor", the "Security Agent" or any "Secured Party" shall be construed so as to include its successors in title, permitted assigns and permitted transferees,</p> <p>(ii) "the Deed", the "Senior Facilities Agreement", any other "Finance Document" or any other agreement or instrument shall be construed as a reference to the Deed, the Senior Facilities Agreement, such other Finance Document or, as the case may be, such other agreement or instrument as amended, supplemented, novated and/or replaced in any manner from time to time (even if any of the same increases the obligations of the Chargor or provides for further advances), and</p> <p>(iii) "assets" includes any present and future properties, revenues and rights of every description and includes uncalled capital</p> <p>(b) If the Security Agent or the Agent reasonably considers that an amount paid by the Chargor to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of the Deed</p> <p><b>8.2 Definitions</b></p> <p>In this Form MG01</p> <p><b>Account Bank</b> means The Royal Bank of Scotland plc or such other bank with which any Security Account is maintained from time to time</p> <p><b>Acquisition Agreement</b> means the sale and purchase agreement dated on or about the date of the Senior Facilities Agreement relating to the sale and purchase of all of the shares of the Target and made between the Company and the Vendor</p> <p><b>Acquisition Disclosure Letter</b> means the Disclosure Letter as defined in the Acquisition Agreement</p>

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Acquisition Documents** means the Acquisition Agreement, the Acquisition Disclosure Letter and any other document designated as an "Acquisition Document" by the Agent and the Parent

**Additional Borrower** means a company which becomes a Borrower in accordance with clause 30 (Changes to the Obligors) of the Senior Facilities Agreement

**Additional Guarantor** means a company which becomes a Guarantor in accordance with clause 30 (Changes to the Obligors) of the Senior Facilities Agreement

**Affiliate** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

**Agent** means The Royal Bank of Scotland plc

**Amendment and Restatement Agreement** means the amendment and restatement agreement dated on or about 27 May 2011 in relation to the financial restructuring of the Group pursuant to which the Senior Facilities Agreement is amended and restated

**Ancillary Facility** means any ancillary facility made available by an Ancillary Lender in accordance with clause 9 (Ancillary Facilities) of the Senior Facilities Agreement

**Ancillary Lender** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 9 (Ancillary Facilities) of the Senior Facilities Agreement

**Assigned Assets** means the Security Assets expressed to be assigned by way of security pursuant to clause 4.2 (Security assignments) of the Deed (as described in paragraph 2.2 above)

**AXA Lender** means M D Mezzanine S A or any bank, financial institution, trust, fund or other entity to whom M D Mezzanine S A (or a subsequent transferee) transfers its commitments and its participations in any Loans in accordance with clause 29 (Changes to the Lenders) of the Senior Facilities Agreement

**Borrower** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 30 (Changes to the Obligors) of the Senior Facilities Agreement

**Business Day** has the meaning given to that term in the Senior Facilities Agreement

**Cash Collateral Accounts** means each

- (a) Mandatory Prepayment Account, and
- (b) Holding Account,

(each as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement) and including but not limited to the accounts (if any) specified as such in part 3 of schedule 1 (Details of Security Assets) to this Form MG01

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Charged Investments** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities

**Charged Securities** means

- (a) the securities specified in part 2 of schedule 1 (Details of Security Assets) to this Form MG01, and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Deed) now or in future owned (legally or beneficially) by the Chargor or in which the Chargor has an interest at any time

**Declared Default** means an Event of Default which has occurred and, in respect of which the Facilities under and as defined in the Senior Facilities Agreement have been accelerated (but not, for the avoidance of doubt, simply placed on demand) pursuant to clause 28 18 (Rights on a default) of the Senior Facilities Agreement

**Deed of Accession** means a deed of accession substantially in the form set out in Schedule 3 to the Deed

**Event of Default** means each Event of Default as defined in the Senior Facilities Agreement

**Excluded Acquisition Proceeds** means, while no Event of Default is continuing, any cash proceeds of a Recovery Claim

- (a) which are applied in the replacement, reinstatement and/or repair of assets of members of the Group which have been lost, destroyed or damaged or otherwise re-invested in the business or used to cover operating losses arising as a result of the relevant claim,
- (b) which are applied to satisfy (or reimburse a member of the Group which has discharged) any liability, charge or claim upon a member of the Group by a person which is not a member of the Group, or
- (c) under either the Acquisition Documents or the Reports, where the aggregate amount of proceeds of such claims in any Financial Year do not exceed £100,000 in each case,

in the case of paragraph (a) above, as a result of the events or circumstances giving rise to that Recovery Claim, if those proceeds are so applied or committed to be applied (within twelve months of the end of the Financial Year in which receipt occurred, or such longer period as the Majority Lenders may agree)

**Excluded Insurance Proceeds** means, while no Event of Default is continuing, any cash proceeds of an insurance claim,

- (a) which do not exceed £100,000 in any one Financial Year,
- (b) arise under a business interruption or loss of profit policy,

**MG01 – continuation page**  
**Particulars of a mortgage or charge**

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

- (c) which are applied to meet a third party claim, or
- (d) which are applied to the replacement, reinstatement and/or repair of the assets in respect of which the relevant insurance claim was made or otherwise re-invested in the business or used to cover operating losses arising as a result of the relevant insurance claim provided those proceeds are so applied or committed to be applied as soon as possible and, in any event, within twelve months of the end of the Financial Year in which receipt occurred, or such longer period as the Majority Lenders may agree

**Existing Debenture** means the debenture dated 7 March 2008 between Exponent (Rainbow) SPV 2 Limited, Exponent (Rainbow) SPV 3 Limited and Dreams plc (formerly known as Dreams Limited) as chargors and the Security Agent

**Finance Document** has the meaning given to that term in the Senior Facilities Agreement

**Financial Year** has the meaning given to that term in clause 26 1 (Financial definitions) of the Senior Facilities Agreement

**Group** means the Parent, the Target and each of their respective Subsidiaries for the time being

**Guarantor** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 30 (Changes to the Obligors) of the Senior Facilities Agreement

**Hedge Counterparty** means a Lender or an Affiliate of a Lender which has become a party to the Intercreditor Deed as a Hedge Counterparty in accordance with the Intercreditor Deed

**Holding Account** means an interest bearing account

- (a) held in the United Kingdom by a member of the Group with the Agent or Security Agent,
- (b) identified in a letter between the Parent and the Agent as a Holding Account, and
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent (acting reasonably),

(as the same may be redesignated, substituted or replaced from time to time)

**Holding Company** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

**Insurances** means all policies of insurance which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest including, without limitation (excluding, for the avoidance of doubt those policies which are written to meet third party claims)

- (a) all present and future Key-man Policies, and

**MG01 – continuation page**  
Particulars of a mortgage or charge

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Short particulars**

- (b) the policies of insurance (if any) specified in part 6 of schedule 1 (Details of Security Assets) to this Form MG01

**Intellectual Property means**

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group

**Intercreditor Deed** means the intercreditor agreement dated the same date as the Senior Facilities Agreement and made between the Parent, the other Obligors, The Royal Bank of Scotland plc as Security Agent, The Royal Bank of Scotland plc as senior agent, the Arrangers, M D Mezzanine S A as mezzanine arranger and as mezzanine agent, the Lenders, the Ancillary Lenders, the Hedge Counterparties, the Mezzanine Lenders (as defined in the Intercreditor Deed), the Investor and the Mezzanine Borrower(s) (each as defined in the Intercreditor Deed) and certain others as amended pursuant to the Deed of Amendment and Restatement (as defined in the Amendment and Restatement Agreement) in relation to the Intercreditor Deed

**Investor** means Exponent (Rainbow) SPV 5 Limited (Company Registration Number 07622903) and its or any subsequent successors or assigns or transferees

**Key-man Policy** means each key-man life assurance policy taken out and maintained by the Target in respect of the death and disability and/or critical illness of the following individuals and in not less than the following respective amounts and terms

Name of Individual	Amount (£)	Term
Nick Worthington	£500,000	3 years
Greg Suthern	£500,000	3 years
Simon Lane	£500,000	3 years
Kim Zaheer	£500,000	3 years

and any substitute or replacement policy entered into relating to the same

**Lender means**

- (a) any Original Lender,
- (b) the TSR Lender, and
- (c) any bank, financial institution, trust, fund or other entity which has become a party to

**MG01 – continuation page**  
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	<p>the Senior Facilities Agreement in accordance with clause 29 (Changes to the Lenders) of the Senior Facilities Agreement,</p> <p>which in each case has not ceased to be a party to the Senior Facilities Agreement in accordance with the terms of the Senior Facilities Agreement</p> <p><b>Loan</b> has the meaning given to that term in the Senior Facilities Agreement</p> <p><b>Long Leasehold Property</b> means leasehold Property which is acquired after the date of the Deed with a term of 25 years or more where a premium has been paid by the tenant and a nominal annual rent is payable to the landlord</p> <p><b>Majority Lenders</b> has the meaning given to that term in the Senior Facilities Agreement</p> <p><b>Mezzanine Facility Agreement</b> means the mezzanine facility agreement originally dated 7 March 2008 and as amended and restated on or about the date of the Deed between (1) Exponent (Rainbow) SPV 2 Limited (as Parent), (2) Exponent Rainbow SPV 3 Limited (as Company), (3) the companies listed in part 1 schedule 1 (as Original Guarantors), (4) Bonnefont S à r l and M D Mezzanine S A (as Arrangers), (5) the financial institutions listed in part 2 schedule 1 (as Original Lenders), (6) M D Mezzanine S A (as Agent) and (7) The Royal Bank of Scotland Plc (as Security Agent) as the same may be amended, supplemented, novated or restated from time to time pursuant to which the Original Lenders (as defined therein) agreed to make a mezzanine facility available to the Company</p> <p><b>Obligor</b> means a Borrower or a Guarantor</p> <p><b>Oldbury Property</b> means the freehold Property known as Unit D1, Granada Trading Estate, Park Estate, Oldbury registered with title number WM533836</p> <p><b>Original Borrower</b> means each of the Company and the Target</p> <p><b>Original Guarantor</b> means each of the Parent, the Company and the Target</p> <p><b>Original Lender</b> means each of Barclays Bank plc, National Westminster Bank plc (acting by its agent The Royal Bank of Scotland plc), WestLB AG London Branch and M D Mezzanine S A</p> <p><b>Original TSR Lender</b> means Exponent (Rainbow) Funding Limited (CRN 7622882)</p> <p><b>Parent</b> means Exponent (Rainbow) SPV 2 Limited</p> <p><b>Permitted Disposal</b> has the meaning given to that term in the Senior Facilities Agreement</p> <p><b>Permitted Transaction</b> has the meaning given to that term in the Senior Facilities Agreement</p> <p><b>Permitted Security</b> has the meaning given to that term in the Senior Facilities Agreement</p> <p><b>Property</b> means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Deed or at any time thereafter, belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered</p>



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Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

### Short particulars

land (if any) in England and Wales specified in part 1 of schedule 1 (Details of Security Assets) to this Form MG01), together with

- (a) all buildings and fixtures and fixed plant and machinery at any time thereon (excluding trade fixtures or any plant and machinery which are not owned by the Chargor),
- (b) all easements, rights and agreements in respect thereof,
- (c) all proceeds of sale of that property, and
- (d) the benefit of all covenants given in respect thereof

**Quasi-Security** has the meaning given to that term in clause 27 14 (Negative pledge) of the Senior Facilities Agreement

**Receivables** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing

**Receiver** means any receiver, receiver and manager, administrator or (where the law allows) administrative receiver appointed by the Security Agent under the Deed

**Recovery Claim** means a claim against the Vendor or any of its Affiliates (or any employee, officer or adviser) in relation to the Acquisition Documents or against the provider of any Report (in its capacity as a provider of that Report)

**Related Rights** means, in relation to any Charged Securities

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (b) below,
- (b) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

**Relevant Contract** means each of the agreements specified in part 5 of schedule 1 (Details of Security Assets) to this Form MG01 together with each other agreement supplementing or amending or novating or replacing the same

**Reports** means the Accountants' Report, the Certificates of Title, the Commercial Report, the

# MG01 – continuation page

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	<p>Insurance Report, the Lease Reports, the Legal Due Diligence Report, the Tax Structure Report and the Vendor Due Diligence Report (each as defined in the Senior Facilities Agreement)</p> <p><b>Revolving Facility 1</b> means the revolving credit facility made available under the Senior Facilities Agreement as described in clause 2 1(a) of the Senior Facilities Agreement</p> <p><b>Secured Parties</b> means each TSR Lender and each AXA Lender</p> <p><b>Security</b> 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</p> <p><b>Security Account</b> means any account(s) held with an Account Bank</p> <p><b>Security Assets</b> means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed</p> <p><b>Security Period</b> means the period beginning on the date of the Deed and ending on the date on which</p> <p>(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and</p> <p>(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents</p> <p><b>Senior Facilities Agreement</b> means the senior term and revolving facilities agreement originally dated 7 March 2008 and as amended and restated pursuant to an agreement dated the same date as the Deed and made between (1) Exponent (Rainbow) SPV 2 Limited (as Parent), (2) Exponent (Rainbow) SPV 3 Limited (as Company), (3) the companies listed in part 1 schedule 1 (as Original Borrowers), (4) the companies listed in part 1 schedule 1 (as Original Guarantors), (5) Barclays Leveraged Finance, The Royal Bank of Scotland Plc and WestLB AG, London Branch (as Arrangers), (6) the financial institutions listed in part 2 schedule 1 (as Original Lenders), (8) The Royal Bank of Scotland Plc (as Agent), (9) The Royal Bank of Scotland Plc (as Security Agent), (10) National Westminster Bank (acting through its agent, The Royal Bank Of Scotland Plc) (as Original Issuing Bank) and (11) Exponent (Rainbow) Funding Limited (as Original TSR Lender), as the same may be further amended, supplemented, novated or restated from time to time pursuant to which the Lenders agreed to make certain facilities available to the Borrowers</p> <p><b>Subsidiary</b> means of a company or corporation means any company or corporation</p> <p>(a) which is controlled, directly or indirectly by the first-mentioned company or corporation, or</p> <p>(b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or</p> <p>(c) which is a subsidiary of another subsidiary of the first mentioned company or corporation,</p>

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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

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

**Target** means Dreams plc, a company incorporated under the laws of England and Wales with company registration number 2189427

**TSR Facility** means the facility made available under the Senior Facilities Agreement as described in clause 2.5 (Top Slice Revolving Facility) of the Senior Facilities Agreement

**TSR Fronting Lender** means HSBC Bank plc, Lloyds TSB Bank plc, The Royal Bank of Scotland plc, Barclays Bank plc, JP Morgan, BNP Paribas, Credit Agricole Societe Generale (or an Affiliate of any of them), or any other bank or financial institution requested by the Parent and approved in writing by the Majority Lenders (such approval not to be unreasonably withheld or delayed and deemed granted if not expressly refused within five Business Days of the Parent requesting the Agent to obtain approval)

**TSR Lender** means the Original TSR Lender or a Lender (which must be either an Affiliate of the Original TSR Lender or a TSR Fronting Lender) which has notified the Agent in writing that it is the TSR Lender

**VAT** means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

**Vendor** means the sellers under the Acquisition Agreement

**SCHEDULE 1**

**Details of Security Assets**

**Part 1 - Property**

Registered land				
Chargor	Address	Administrative Area		Title Number
Dreams plc	Unit D1 Granada Trading Estate Park Estate Oldbury	West Midlands, Sandwell		BM293800
Unregistered land				
Chargor	Address	Document describing the Real Property		
		Date	Document	Parties
NONE	NONE	NONE	NONE	NONE

**Part 2 - Charged Securities**

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Particulars of a mortgage or charge

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

Chargor	Name of company in which shares are held	Class of shares	Number of shares held
NONE	NONE	NONE	NONE

**Part 3 - Charged Accounts**

Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Dreams plc	20539584	National Westminster Bank plc	50-00-00
Dreams plc	20615965	National Westminster Bank plc	50-00-00
Dreams plc	23772646	National Westminster Bank plc	60-00-04
Dreams plc	20541872	National Westminster Bank plc	50-00-00

**Part 4 - Intellectual Property**

**Part 4A - Trade marks**

Matter No.	Country	Filing Date	App/Reg. No.	Trade Mark	Status
TM1043GB00	United Kingdom	07/12/1984	1231694 / 1231694	DREAMS	Registered - Renewal Due 07/12/2015
TM1044GB00	United Kingdom	06/02/1998	2157452 / 2157452	DREAMS Device	Registered - Renewal Due 06/02/2018
TM1045GB00	United Kingdom	02/03/1999	2190561 / 2190561	THE FUTON STUDIO	Registered - Renewal Due 02/03/2019
TM1046GB00	United Kingdom	21/10/1999	2212057 / 2212057	DREAMS	Registered - Renewal Due 21/10/2019
TM1049GB00	United Kingdom	22/07/2004	2368770 / 2368770	Dreams MATTRESS FACTORY	Registered - Renewal Due 22/07/2014
TM1050GB00	United Kingdom	22/07/2004	2368771 / 2368771	DREAMS PLC	Registered - Renewal Due 22/07/2014
TM1051GB00	United Kingdom	22/07/2004	2368772 / 2368772	DREAMS	Registered - Renewal Due 22/07/2014

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

TM1052GB00	United Kingdom	22/07/2004	2368774 /2368774	SLEEP ON A BED OF DREAMS	Registered Renewal Due 22/07/2014	-
TM1053GB00	United Kingdom	22/07/2004	2368775 /2368775	MORE ZZZ's LESS £££'s	Registered Renewal Due 22/07/2014	-
TM1054GB00	United Kingdom	22/07/2004	2368776 /2368776	Dreams SLEEP SHOP	Registered Renewal Due 22/07/2014	-
TM1055GB00	United Kingdom	22/07/2004	2368777 /2368777	SLEEP SHOP	Registered Renewal Due 22/07/2014	-
TM1056GB00	United Kingdom	22/07/2004	2368780 /2368780	THE REST IS EASY	Registered Renewal Due 22/07/2014	-
TM1057GB00	United Kingdom	03/01/2007	2442668 / 2442668	MAGNIFICENT 7	Registered Renewal Due 03/01/2017	-
TM1058GB00	United Kingdom	19/01/2007	2444204 /	ZZZ	Registered Renewal Due 19/01/2017	-
TM1059GB00	United Kingdom	04/04/2007	2451718 / 2451718	PERFECT DAY	Registered Renewal Due 04/04/2017	-
TM1060GB00	United Kingdom	04/04/2007	2451720 / 2451720	PERSONAL SLEEP INDEX	Registered Renewal Due 04/04/2017	-
TM1062GB00	United Kingdom	06/07/2007	2460623 / 2460623	SLEEPING GIANT	Registered Renewal Due 06/07/2017	-
TM1063GB00	United Kingdom	25/07/2007	2462285 /	SLEEP TRAIN	Registered Renewal Due 25/07/2017	-
TM1064GB00	United Kingdom	07/08/2007	2463436 /	BODY RESPONSE	Registered Renewal Due 07/08/2017	-
TM1099GB00	United Kingdom	19/01/2007	24442048	DREAMS ZZZ DEVICE	Registered Renewal Due 19/01/2017	-
TM1103EU00	European Community	03/01/2007	005595244 /	MAGNIFICENT 7	Registered Renewal Due 31/07/2017	-
TM1104EU00	European Community	16/03/2007	005766088 /	BACK MASTER	Registered Renewal Due	-

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Particulars of a mortgage or charge

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

					31/03/2017
TM1105EU00	European Community	16/03/2007	005766118 /	COMFORT SOLUTIONS	Registered - Renewal Due 31/03/2017
TM1106EU00	European Community	20/06/2007	006021141 /	MATTRESS FIRM	Registered - Renewal Due 30/06/2017
TM1108EU00	European Community	25/07/2007	006137186 /	SLEEP TRAIN	Registered - Renewal Due 31/07/2017
TM1109EU00	European Community	07/12/2006	004770269 /	SLEEPDEPOT	Registered - Renewal Due 31/12/2015
TM1110EU00	European Community	27/05/2005	004417531 /	DREAMS PLC	Registered - Renewal Due 31/05/2015
TM1111EU00	European Community	27/05/2005	004417648 /	DREAMS	Registered - Renewal Due 31/05/2015
TM1112EU00	European Community	07/03/2008	006175772 /	BODY RESPONSE	Registered - Renewal Due 07/08/2017
TM1196NZ00	New Zealand	24/11/2005	739281	DREAMS in Classes 20, 24, 35	Registered - Renewal Due 24/11/2015
TM1187ZA00	South Africa	02/09/2008	2008/20652	DREAMS Device in Class 20	Registered - Renewal Due 02/09/2017
TM1187ZA01	South Africa	02/09/2008	2008/20653	DREAMS in Class 24	Registered - Renewal Due 02/09/2018
TM1187ZA02	South Africa	02/09/2008	2008/20654	DREAMS in Class 35	Registered - Renewal Due 02/09/2018




**Part 4B - Patents**

Proprietor/ADP number	Patent number	Description
NONE	NONE	NONE

[See also inserted page as an additional section of Part 4 of Schedule 1 to this Form MG01]

Dreams Plc

Trade Mark Schedule

Our File Ref	Country	Applicant	Client	Mark	Images	Class(es)	Application No	Application Date	Registration No	Registration Date	Status	Current Renewal
T100071501	Spain, CMO Convention	Dreams Plc	Dreams Plc	DREAMS		20, 24, 35	8739115	18-Mar-09	8739115	18-Mar-10	Granted	31-Aug-19
T100071501	Spain, CMO Convention	Dreams Plc	Dreams Plc	DESIGNATION		20, 24, 35	8739115	18-Mar-09	8739115	18-Mar-10	Granted	31-Aug-19
T100071501	Spain, CMO Convention	Dreams Plc	Dreams Plc	187 SHAPE		20, 24, 35	8739117	18-Mar-09	8739117	18-Mar-10	Granted	31-Aug-19
T100071501	Spain, CMO Convention	Dreams Plc	Dreams Plc	187 SHAPE Device		20, 24, 35	8739117	18-Mar-09	8739117	18-Mar-10	Granted	31-Aug-19
T1000431E01	European Union	Dreams Plc	Dreams Plc	Thera P.J.R		20, 24, 35	8739148	18-Mar-09			Pending	
T1000431E01	European Union	Dreams Plc	Dreams Plc	Therapeut Logo		20, 24, 35	8739148	18-Mar-09	8739148	18-Mar-10	Granted	31-Mar-19
T1000431E01	European Union	Dreams Plc	Dreams Plc	BODY RESPONSE logo		20, 24, 35	8497703	19-Aug-08	8497703	19-Feb-10	Granted	31-Aug-19
T101012E01	European Union	Dreams Plc	Dreams Plc	QUESTONAZZE		20, 24, 35	8839898	09-Mar-10	8839898	27-Aug-10	Granted	31-Mar-20
T101012E01	European Union	Dreams Plc	Dreams Plc	THE BED PEOPLE		20, 24, 35	8839898	09-Mar-10	8839898	27-Aug-10	Granted	31-Mar-20
T101012E01	European Union	Dreams Plc	Dreams Plc	THE BED PEOPLE		20, 24, 35	8839898	09-Mar-10	8839898	27-Aug-10	Granted	31-Mar-20

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Particulars of a mortgage or charge

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Part 5 - Relevant Contracts**

Date of Relevant Contract	Parties	Details of Relevant Contract
NONE	NONE	NONE

**Part 6 - Insurances**

Chargor	Policy Type	Insurer	Policy Number	Policy Sections
Dreams plc	Commercial Combined	Allianz	11/SZ/17934330	<ul style="list-style-type: none"> <li>• Material Damage (Buildings, Machinery, Stock, Office Contents, Signs)</li> <li>• Business Interruption</li> <li>• Liability (Employers, Public &amp; Products Liability)</li> <li>• Legal Expenses</li> </ul>
Dreams plc	Computers	Aviva	24217384 ENP	<ul style="list-style-type: none"> <li>• Computer Equipment including portable equipment</li> <li>• Increased Cost of Working</li> <li>• Reinstatement of Data</li> </ul>
Dreams plc	Motor Fleet	Allianz	BV17932503	<ul style="list-style-type: none"> <li>• Cars – Comprehensive Cover</li> <li>• Commercial Vehicles – Third Party Fire and Theft</li> <li>• Trailers and Tractor Units – Comprehensive Cover</li> <li>• Shunter – Third Party Only</li> </ul>
Dreams plc	Marine	Royal Sun &	C077734Z06AA	<ul style="list-style-type: none"> <li>• Cover for UK to/from Far</li> </ul>



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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

		Alliance		East • Including transits UK/UK
Dreams plc	Engineering Inspection	Royal & Sun Alliance	EP24O35	• Statutory Plant Inspection
Dreams plc	Directors and Officers	Chubb	82O53331	•
Dreams plc	Directors and Officers	ACE	UKDA00915711O	•
Dreams plc	Cyber Liability	CFC	ESZO1O09772	•
Dreams plc	Crime	ACE	UKFINC51092	•
Dreams plc	Excess of loss	Chartis	24691151	•



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

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

**COMPANY NO. 2189427  
CHARGE NO. 28**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 MAY 2011  
AND CREATED BY DREAMS PLC FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM EACH OBLIGOR TO EACH  
SECURED PARTY 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 6 JUNE 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JUNE 2011**

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