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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**

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

06

2189427

Name of company

* DREAMS LIMITED (the "Assignor")

✓ NOW K/A DREAMS PLC

Date of creation of the charge

✓ 1 May 2008

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

+ INSURANCE ASSIGNMENT (the "Assignment")

Amount secured by the mortgage or charge

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(u)
ID
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 the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Assignment), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Assignment (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations")

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

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THE ROYAL BANK OF SCOTLAND PLC (as Security Agent for the Secured Parties) (in such capacity the "Security Agent") of 9th Floor, 280 Bishopsgate, London

Postcode EC2M 4RB

Presenter's name address and
reference (if any)

Contact Denise Phillips
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

89933 120005 19211284

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



ACX1WZQ5

A59

15/05/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. GRANT OF SECURITY

1.1 All Security and dispositions

- (a) are created in favour of the Security Agent,
- (b) are created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) are continuing security for payment of all of the Secured Obligations

continued on addendum 4/4

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)

N/A

Signed DWA Pipes Vn LLP

Date 13/05/08

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

Notes

† delete as
appropriate

- 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 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**

Name of company

*insert full name
of Company

* DREAMS LIMITED (the "Assignor")

Addendum 1/4

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

Addendum 2/4

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

NOTE.

In this form:

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and

(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency, or

(b) (in relation to any date for payment or purchase of euro) any TARGET Day (as defined in the Senior Facilities Agreement),

"Company" means Exponent (Rainbow) SPV 3 Limited with CRN 6475768,

"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 or the Facility under and as defined in the Mezzanine Facility Agreement has been accelerated (but not, for the avoidance of doubt, simply placed on demand) pursuant to clause 24 18 (Rights on a default) of the Mezzanine Facility Agreement,

"Event of Default" means each Event of Default as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement,

"Finance Document" means any Finance Document and any Mezzanine Finance Document (each as defined in the Senior Facilities Agreement),

"Intercreditor Agreement" means the intercreditor agreement dated 7 March 2008 and made between, inter alia, (1) The Royal Bank of Scotland plc (as Senior Agent and Security Agent), (2) M D Mezzanine S A (as Mezzanine Agent), (3) the person named in part 4 of schedule 1 thereto (as Original Investor) and (4) Exponent (Rainbow) SPV 2 Limited (as Parent) as the same may be amended, supplemented, novated or restated from time to time,

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 7 March 2008 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) M D Mezzanine S A and Bonnefont S à r l (as Underwriters) (6) the financial institutions listed in part 2 schedule 1 (as Original Lenders), (7) M D Mezzanine S A (as Agent) and (8) 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,

"Obligor" means a Borrower or a Guarantor (each as defined in the Senior Facilities Agreement and/or the Mezzanine Facility Agreement),

"Policies" means the policies of insurance, particulars of which are set out in the schedule hereto (Insurance Policies), together with any policy or policies in substitution or replacement of them,

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Agent under the

Name of company

*insert full name
of Company

* DREAMS LIMITED (the "Assignor")

Assignment,

"Secured Parties" means each Finance Party (as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement) from time to time party to the Senior Facilities Agreement and, as the case may be, the Mezzanine Facility Agreement, any Receiver or Delegate (as defined in the Senior Facilities agreement), and each Finance Party as defined in the Mezzanine Facility Agreement,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Period" means the period beginning on 1 May 2008 and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents,

"Senior Discharge Date" has the meaning given to that term in the Intercreditor Deed,

"Senior Facilities Agreement" means the senior term and revolving facilities agreement dated 7 March 2008 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) Barclays Bank PLC, National Westminster Bank PLC (acting through its agent, The Royal Bank of Scotland plc) and WestLB AG, London Branch (as Underwriters), (7) 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) and (10) National Westminster Bank plc (acting through its agent, The Royal Bank of Scotland Plc) (as Original Issuing Bank) as the same may be amended, supplemented, novated or restated from time to time pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers (as defined therein)

Name of company

*insert full name
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* DREAMS LIMITED (the "Assignor")

SCHEDULE

Insurance Policy

Insurer	<u>Legal & General Assurance Society</u>
Life Assured	<u>Mr Gregory Hamilton Suthern</u>
Policy Number	<u>0128764719</u>
Sum Assured	<u>£500,000 00</u>
Term	<u>3 years</u>
Commencement Date	<u>25 April 2008</u>

Insurer	<u>Legal & General Assurance Society</u>
Life Assured	<u>Mr Robert James Clark</u>
Policy Number	<u>0128761343</u>
Sum Assured	<u>£500,000 00</u>
Term	<u>3 years</u>
Commencement Date	<u>25 April 2008</u>

Insurer	<u>Legal & General Assurance Society</u>
Life Assured	<u>Mr Nicholas Worthington</u>
Policy Number	<u>Proposal reference number 202/12250</u>
Sum Assured	<u>£300,000 00</u>
Term	<u>90 days</u>
Commencement Date	<u>4 April 2008</u>

Name of company

*insert full name
of Company

* DREAMS LIMITED (the "Assignor")

Addendum 3/4

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

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

2. ASSIGNMENT

2.1 Assignment

The Assignor assigned and agreed to assign all of its right, title and interest, present and future, in and to the Policies (including all new, amended and substituted policy or policies relating thereto) and all monies, including bonuses accrued, or which may at any time, after 1 May 2008 accrue, which shall become payable under them and the benefit of all powers and remedies for enforcing the same absolutely and the full benefit thereof, subject only to the proviso for reassignment on redemption contained in clause 5 2 (Reassignment on redemption) of the Assignment and to the provisions of the Senior Facilities Agreement (prior to the Senior Discharge Date) and the Mezzanine Facility Agreement (after the Senior Discharge Date)

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2.2 Reassignment on redemption

Upon discharge of all of the Secured Obligations, the Security Agent will, at the request and cost of the Assignor, reassign the Policies (or release the proceeds paid by the Insurer in respect of any Policy) to the Assignor, or to such other person as the Assignor shall direct for such purpose, and shall take all reasonable steps to facilitate the same

3. CONTINUING SECURITY

3.1 Continuing security

The Security 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 Assignment shall remain in full force and effect as a continuing security for the duration of the Security Period

3.2 Additional and separate security

The Assignment is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any of the other Secured Parties may at any time hold for any of the Secured Obligations

3.3 Right to enforce

The Assignment may be enforced against the Assignor in accordance with its terms without the Security Agent and/or the other Secured Parties first having recourse to any other right remedy, guarantee or Security held by or available to it or any of them

4. POWER OF ATTORNEY

The Assignor, following a Declared Default (or prior to a Declared Default if the Assignor has failed to comply with clause 27 34 of the Senior Facilities Agreement (prior to the Senior Discharge Date) and clause 23 33 of the Mezzanine Facility Agreement (after the Senior Discharge Date) and such failure to comply has not been remedied within 20 Business Days) by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Assignor is obliged to take under the Assignment The Assignor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under this clause



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2189427
CHARGE NO. 26**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN INSURANCE ASSIGNMENT
DATED 1 MAY 2008 AND CREATED BY DREAMS PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO THE ROYAL BANK OF SCOTLAND PLC (AS
SECURITY AGENT FOR THE SECURED PARTIES) (SECURITY
AGENT) AND/OR THE OTHER SECURED PARTIES (OR ANY OF
THEM) 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 15
MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 MAY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES