

MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This v
scanned and placed on the public record. Do not send the original

TUESDAY



L3ZZLTJ5

LD3

27/01/2015

#33

COMPANIES HOUSE

1 Company details

Company number

1 1 3 5 8 2 7

Company name in full

Findel Education Limited

0002 For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date

d 2 d 1 ✓ m 0 m 1 ✓ y 2 y 0 y 1 y 5 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name

Barclays Bank PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

N/A

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Allen + Overy LLP

X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Rachael Dean

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 02030883583



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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1135827

Charge code: 0113 5827 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st January 2015 and created by FINDEL EDUCATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th January 2015.

Given at Companies House, Cardiff on 30th January 2015

(Handwritten signature)



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

CONFIRMATORY SECURITY AGREEMENT

DATED 21 January 2015

FINDEL PLC and others
as Chargors

and

Barclays Bank PLC
as Security Agent

This Deed is entered into subject to the terms of an Intercreditor Agreement dated 24 July 2009 (as amended and restated from time to time)

ALLEN & OVERY

Allen & Overy LLP

Allen & Overy LLP
ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

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THIS DEED is dated **21 January 2015** and is made BETWEEN

- (1) **FINDEL PLC** (registered number 549034) with its registered office at 2 Gregory Street, Hyde, Cheshire, SK14 4TH (the **Parent**),
- (2) **THE COMPANIES** listed in Schedule 1 as original chargors (the **Chargors**), and
- (3) **BARCLAYS BANK PLC** as agent and trustee for the Secured Creditors (the **Security Agent**)

BACKGROUND

- (A) Pursuant to a security agreement dated 24 July 2009 between each Chargor and the Security Agent (the **Original Security Agreement**), each Chargor created Security Interests (as defined below) over certain of its assets as security for, among other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as defined in the Intercreditor Agreement) (as amended or supplemented)
- (B) The Existing Facility Agreement (as defined in the Original Security Agreement) has been amended by a supplemental agreement dated on or about the date of this Deed between, among others, each Chargor and the Security Agent
- (C) The New Revolving Credit Agreement (as defined in the Original Security Agreement) has been amended by a supplemental agreement dated on or about the date of this Deed between, among others, each Chargor and the Security Agent
- (D) Each Chargor and the Security Agent consider that the Security Interests created by each Chargor under the Original Security Agreement secure payment of the Secured Liabilities (as defined below), but enter into this Deed in case they do not
- (E) This Deed is supplemental to the Original Security Agreement
- (F) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1. INTERPRETATION

1.1 Definitions

- (a) In this Deed

Intercreditor Agreement means the intercreditor agreement dated 24 July 2009 (as amended and restated from time to time) and made between, among others, the Parent and the Security Agent

New RCF Facilities Agreement means the New Revolving Credit Agreement, New Super Senior Credit Agreement and the Existing Facility Agreement

Party means a party to this Deed

Secured Liabilities has the meaning given to that term in the Original Security Agreement

Security Assets means all assets of each Chargor the subject of this Security

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

- (b) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (c) The provisions of clause 1.2 (Construction) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Intercreditor Agreement will be construed as references to this Deed
- (d)
 - (i) A Secured Document or other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Secured Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility,
 - (ii) the term **this Security** means any security created by this Deed, and
 - (iii) a reference to any asset includes present and future properties, revenues and rights of every description.
- (e) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period and is given for the benefit of each Secured Creditor
- (f) The terms of the other Secured Documents and of any side letters between any Parties in relation to any Secured Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (g) If the Security Agent considers that an amount paid to a Secured Creditor under a Secured Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (h) Unless the context otherwise requires, a reference to a Security Asset includes
 - (i) any part of that Security Asset,
 - (ii) any proceeds of that Security Asset, and
 - (iii) any present and future assets of that type

1.2 Intercreditor Agreement

- (a) This Deed is entered into subject to, and with the benefit of, the terms of the Intercreditor Agreement
- (b) Notwithstanding anything to the contrary in this Deed, the terms of the Intercreditor Agreement will prevail if there is a conflict between the terms of this Deed and the terms of the Intercreditor Agreement
- (c) The fact that a provision of this Deed is expressed to be subject to the terms of the Intercreditor Agreement does not mean, and will not be taken to mean, that any other provision of this Deed is not so subject

2 CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed
 - (i) is created in favour of the Security Agent,
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Creditors
- (c) All the security created under this Deed
 - (i) is created in case the security created by the Original Security Agreement does not secure all of the Secured Liabilities, and
 - (ii) is created in addition to and does not affect the security created by the Original Security Agreement
- (d) Where this Deed purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Security Agreement until such time as the Security Interest created by the Original Security Agreement ceases to have effect
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security Interest created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect.

2.2 Notice and acknowledgement

- (a) This Agreement constitutes notice to the Security Agent that the Chargors have charged (by way of first fixed charge) in favour of the Security Agent any Security Account maintained with the Security Agent
- (b) The Security Agent acknowledges the above notice

2.3 Land

- (a) Subject to Clause 2.12 (Excluded Assets) and Clause 2.13 (Excluded Property) each Chargor charges
 - (i) by way of a first legal mortgage all Original Property owned by it, and
 - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned

by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property

- (b) A reference in this Deed to any freehold or leasehold property includes
- (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the relevant Chargor, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property and any moneys paid or payable in respect of those covenants

2.4 Investments

- (a) Subject to Clause 2.12 (Excluded Assets) each Chargor charges by way of a first legal mortgage
- (i) all shares in any member of the Group owned by it or held by any nominee on its behalf, this includes any specified in Part 2 of Schedule 2 (Security Assets) of the Original Security Agreement opposite its name and owned by it on the date of this Deed, and
 - (ii) all other shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all cash equivalents) owned by it or held by any nominee on its behalf
- (b) A reference in this Deed to any share, stock, debenture, bond, warrant, coupon or other security or investment includes
- (i) any dividend, interest or other distribution paid or payable,
 - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
 - (iii) any right against any clearance system, and
 - (iv) any right under any custodian or other agreement,
- in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment

2.5 Plant and Machinery

Subject to Clause 2.12 (Excluded Assets) each Chargor charges by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession

2.6 Credit balances

Subject to Clause 2.12 (Excluded Assets) each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by that account

2.7 Insurances

- (a) Subject to Clause 2.12 (Excluded Assets) each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance (the **Insurance**) taken out by it or on its behalf or in which it has an interest.

- (b) To the extent that they are not effectively assigned under paragraph (a) above and subject to Clause 2 12 (Excluded Assets), each Chargor charges by way of first fixed charge all amounts and rights described in paragraph (a) above
- (c) Subject to Clause 2 12 (Excluded Assets) each Chargor charges by way of first fixed charge all amounts payable to it under or in connection with each of its other Insurances and all of its rights in connection with those amounts
- (d) A reference in this Subclause to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of an Obligor to a third party

2.8 Other contracts

- (a) Subject to Clause 2 12 (Excluded Assets) each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of
 - (i) its Relevant Contracts,
 - (ii) any letter of credit issued in its favour, and
 - (iii) any bill of exchange or other negotiable instrument held by it
- (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment and subject to Clause 2 12 (Excluded Assets), the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right
- (c) To the extent that they do not fall within any other Subclause of this Clause and are not effectively assigned under paragraph (a) or (b) above and subject to Clause 2 12 (Excluded Assets), each Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party

2.9 Intellectual property

Subject to Clause 2 12 (Excluded Assets) each Chargor charges by way of a first fixed charge all of its rights in respect of

- (a) any patent, trade mark, service mark, design, business name, copyright, database right, design right, moral right, invention, confidential information, knowhow or other intellectual property right, which may now or in the future subsist, this includes any such rights specified opposite that Chargor in Part 5 of Schedule 2 (Security Assets) of the Original Security Agreement owned by it on the date of this Deed;
- (b) any domain names specified opposite that Chargor in Part 4 of Schedule 2 (Security Assets), so far as this is permitted by the terms of the relevant contract(s) between the Chargor and the Registrar of that domain name, and
- (c) any interest (including by way of licence) in any of the above (which may now or in the future subsist),

in each case, whether registered or not and including all applications for the same

2.10 Miscellaneous

Subject to Clause 2 12 (Excluded Assets) each Chargor charges by way of a first fixed charge

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

2.11 Floating charge

- (a) Subject to Clause 2 12 (Excluded Assets) and 2 13 (Excluded Property) each Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under this Deed
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Deed into a fixed charge as regards any of that Chargor's assets specified in that notice, if
 - (i) an Event of Default is outstanding,
 - (ii) the Security Agent reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or
 - (iii) that Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 5 (Restrictions on Dealings) of the Original Security Agreement
- (c) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A to the Insolvency Act 1986
- (d) The floating charge created under this Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of each Chargor's assets
 - (i) if an administrator is appointed in respect of any Chargor or the Security Agent receives notice of an intention to appoint an administrator in respect of any Chargor, or

- (ii) on the convening of any meeting of the members of that Chargor to consider a resolution to wind that Chargor up (or not to wind that Chargor up)
- (e) The floating charge created under this Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- (f) The giving by the Security Agent of a notice under paragraph (b) above in relation to any asset of a Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Creditor under this Deed or any other Secured Document

2.12 Excluded Assets

The Security created under this Clause 2 (Creation of Security) shall not extend to the Excluded Assets

2.13 Excluded Property

Where the terms of any lease or underlease to which all or any part of a Chargor's leasehold property require either a third party's consent to the creation of a Security Interest in respect of that leasehold property or satisfaction of some other condition prior to the creation of such Security Interest, nothing in this Deed shall create or be deemed to create any Security Interest over that leasehold property until such time as such consent has been obtained or such condition satisfied

3. RESTRICTIONS ON DEALINGS

No Chargor may

- (a) create or allow to exist any Security Interest on any of its assets, or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,

unless permitted under any of the New RCF Facilities Agreement

4. INCORPORATION

The provisions of clause 3 (Guarantee and Indemnity) to 24 (Release) (inclusive) (other than clauses 5 (Restrictions on Dealings), 6.1 (Information for Certificate of Title), 6.2 (Title), 6.9 (H.M. Land Registry), 7.1 (Investments) and 8.1(a) (Representations) and 8.1(b) (Representations)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed

5. H.M. LAND REGISTRY

Each relevant Chargor consents to a restriction in the following terms being entered into on that Chargor's Register of Title relating to any Mortgaged Property registered at H.M. Land Registry

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Barclays Bank PLC referred to in the charges register or their conveyancer (Standard Form P)"

6. MISCELLANEOUS

- (a) The Original Security Agreement will remain in full force and effect
- (b) This Deed is designated a Finance Document

7. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed

SCHEDULE 1

THE PARENT AND THE CHARGORS

CHARGORS	JURISDICTION OF INCORPORATION	REGISTRATION NUMBER
Findel PLC	England	549034
Express Gifts Limited	England	718151
Findel Education Limited	England	1135827
Fundraising Direct Limited	England	3504294
The Findel Education Company Limited	England	935526
Naturally Direct Limited	England	3844041
Findel Interactive Limited	England	942944
Designed For You Limited	England	272275
Philip & Tacey Limited	England	75919
GLS Educational Supplies Limited	England	4047119
Say It With Ease com Limited	England	791110
Heron Educational Limited	England	540013
Hope Education Limited	England	826148
Premier Educational Supplies Limited	England	1543837
Philograph Publications Limited	England	675502
Protus Plastics Limited	England	1117679
Hope Holdings (U K) Limited	England	446132
Hamsard 3278 Limited	England	7970780
Kıtbag Limited	England	5933624
Kleeneze Limited	England	5801085
Letterbox Mail Order Limited	England	2294353
TCC1 Limited (formerly The Cotswold Company Limited)	England	3235153
2Care4 Limited	England	3806485

Findel Wholesale Limited	England	3854820
Care Cards Limited	England	736905
Findel Gifts Limited	England	898551
Findel Stationery Limited	England	3854826
Fine Art Developments (Supplies) Limited	England	766067
Kitbag com Limited	England	3521925
Kitbag Sports Limited	England	3725039
Living and Learning Limited	England	4827438
Findel Education Group Limited	England	2445588
Kleeneze Ireland Limited	Republic of Ireland	IR215390
Findel Asia Sourcing Limited (芬德爾亞洲採購有限公司) (formerly Fine Art Developments (Far East) Limited)	Hong Kong	104780

SIGNATORIES

The Parent

Executed as a deed by
FINDEL PLC
acting by [REDACTED]
and [REDACTED]

)
)
)
)

Director

Director/Secretary

The Chargors

Executed as a deed by
2CARE4 LIMITED
acting by [REDACTED]
and [REDACTED]

)
)
)
)

Director

Director/Secretary

Executed as a deed by
CARE CARDS LIMITED
acting by [REDACTED]
and [REDACTED]

)
)
)
)

Director

Director/Secretary

Executed as a deed by
DESIGNED FOR YOU LIMITED
acting by [REDACTED]
and [REDACTED]

)
)
)
)

Director

Director/Secretary

Executed as a deed by
EXPRESS GIFTS LIMITED
acting by [REDACTED]
and [REDACTED]

)
)
)
)

Director

Director/Secretary

Executed as a deed by
FINDEL EDUCATION LIMITED
acting by [REDACTED]
and [REDACTED]

)
)
)
)

Director

Director/Secretary

Executed as a deed by
FINDEL EDUCATION GROUP LIMITED
acting by [REDACTED]
and [REDACTED]

)
)
)
)

Director [REDACTED]

Director/Secretary [REDACTED]

Executed as a deed by
FINDEL GILTS LIMITED
acting by [REDACTED]
and [REDACTED]

)
)
)
)

Director [REDACTED]

Director/Secretary [REDACTED]

Executed as a deed by
FINDEL INTERACTIVE LIMITED
acting by [REDACTED]
and [REDACTED]

)
)
)
)

Director [REDACTED]

Director/Secretary [REDACTED]

Executed as a deed by
FINDEL PLC
acting by [REDACTED]
and [REDACTED]

)
)
)
)

Director [REDACTED]

Director/Secretary [REDACTED]

Executed as a deed by
FINDEL STATIONERY LIMITED
acting by [REDACTED]
and [REDACTED]

)
) Director [REDACTED]
)
)

Director/Secretary [REDACTED]

Executed as a deed by
FINDEL WHOLESALE LIMITED
acting by [REDACTED]
and [REDACTED]

)
) Director [REDACTED]
)
)

Director/Secretary [REDACTED]

EXECUTED and DELIVERED as a deed by
FINDEL ASIA SOURCING LIMITED
(芬德爾亞洲採購有限公司)
(formerly known as FINE ART DEVELOPMENTS
(FAR EAST) LIMITED)

signed by

[REDACTED] and
[REDACTED]

as directors

in the presence of

Witness signature [REDACTED]
Witness name [REDACTED]
Witness address 2 GREGORY ST, HYDE

Executed as a deed by
FINE ART DEVELOPMENTS (SUPPLIES) LIMITED
acting by [REDACTED]
and [REDACTED]

)
) Director [REDACTED]
)
)

Director/Secretary [REDACTED]

Executed as a deed by
FUNDRAISING DIRECT LIMITED
acting by [REDACTED]
and [REDACTED]

)
) Director [REDACTED]
)
)

Director/Secretary [REDACTED]

Executed as a deed by
GLS EDUCATIONAL SUPPLIES LIMITED
acting by [REDACTED]
and [REDACTED]

)
)
)
)
Director [REDACTED]

)
Director/Secretary [REDACTED]

Executed as a deed by
HAMSARD 3278 LIMITED
acting by [REDACTED]
and [REDACTED]

)
)
)
)
Director [REDACTED]

)
Director/Secretary [REDACTED]

Executed as a deed by
HERON EDUCATIONAL LIMITED
acting by [REDACTED]
and [REDACTED]

)
)
)
)
Director [REDACTED]

)
Director/Secretary [REDACTED]

Executed as a deed by
HOPE EDUCATION LIMITED
acting by [REDACTED]
and [REDACTED]

)
)
)
)
Director [REDACTED]

)
Director/Secretary [REDACTED]

Executed as a deed by
HOPE HOLDINGS (U K) LIMITED
acting by [REDACTED]
and [REDACTED]

)
)
)
)
Director [REDACTED]

)
Director/Secretary [REDACTED]

Executed as a deed by
KITBAG LIMITED
acting by [REDACTED]
and [REDACTED]

)
)
)
)
Director [REDACTED]

)
Director/Secretary [REDACTED]

Executed as a deed by
KITBAG COM LIMITED
acting by [REDACTED]
and [REDACTED]

)
)
)
)
Director [REDACTED]

)
Director/Secretary [REDACTED]

Executed as a deed by
KITBAG SPORTS LIMITED
acting by [REDACTED]
and [REDACTED]

)
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Director [REDACTED]

Director/Secretary [REDACTED]

Executed as a deed by
KLEENEZE LIMITED
acting by [REDACTED]
and [REDACTED]

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Director [REDACTED]

Director/Secretary [REDACTED]

PRESENT when the COMMON SEAL of
KLEENEZE IRELAND LIMITED
was affixed hereto

)
)
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Director [REDACTED]

Director/Secretary [REDACTED]

Executed as a deed by
LETTERBOX MAIL ORDER LIMITED
acting by [REDACTED]
and [REDACTED]

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Director [REDACTED]

Director/Secretary [REDACTED]

Executed as a deed by
LIVING AND LEARNING LIMITED
acting by [REDACTED]
and [REDACTED]

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Director [REDACTED]

Director/Secretary [REDACTED]

Executed as a deed by
NATURALLY DIRECT LIMITED
acting by [REDACTED]
and [REDACTED]

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Director [REDACTED]

Director/Secretary [REDACTED]

Executed as a deed by
PHILIP & TACEY LIMITED
acting by [REDACTED]
and [REDACTED]

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Director [REDACTED]

Director/Secretary [REDACTED]

Executed as a deed by
PHILOGRAPH PUBLICATIONS LIMITED
acting by [REDACTED]
and [REDACTED]

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)
Director [REDACTED]

Director/Secretary [REDACTED]

Executed as a deed by
PREMIER EDUCATIONAL SUPPLIES LIMITED
acting by [REDACTED]
and [REDACTED]

)
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)
Director [REDACTED]

Director/Secretary [REDACTED]

Executed as a deed by
PROTUS PLASTICS LIMITED
acting by [REDACTED]
and [REDACTED]

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)
Director [REDACTED]

Director/Secretary [REDACTED]

Executed as a deed by
SAY IT WITH EASE COM LIMITED
acting by [REDACTED]
and [REDACTED]

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)
Director [REDACTED]

Director/Secretary [REDACTED]

Executed as a deed by
TCCI LIMITED
acting by [REDACTED]
and [REDACTED]

)
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)
Director [REDACTED]

Director/Secretary [REDACTED]

Executed as a deed by
THE FINDEL EDUCATION COMPANY LIMITED
acting by [REDACTED]
and [REDACTED]

)
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)
)
Director [REDACTED]

Director/Secretary [REDACTED]

The Security Agent

BARCLAYS BANK PLC

By

