



Registration of a Charge

Company Name: **CARD FACTORY PLC**

Company Number: **09002747**



Received for filing in Electronic Format on the: **25/04/2022**

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Details of Charge

Date of creation: **20/04/2022**

Charge code: **0900 2747 0002**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY AGENT (AS TRUSTEE FOR THE SECURED PARTIES), 250 BISHOPSGATE, LONDON, EC2M 4AA**

Brief description: **THE INTELLECTUAL PROPERTY BEING GETTING PERSONAL DEVICE REGISTRATION NUMBER 2496349B, THE AND THE OTHER INTELLECTUAL PROPERTY SPECIFIED IN THE INSTRUMENT FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT. THE REAL PROPERTY AT UNIT I, BRUNEL ROAD, WAKEFIELD 41 INDUSTRIAL ESTATE, WAKEFIELD WITH TITLE NUMBER WYK742225, THE AND THE OTHER REAL PROPERTY SPECIFIED IN THE INSTRUMENT FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9002747

Charge code: 0900 2747 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th April 2022 and created by CARD FACTORY PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th April 2022 .

Given at Companies House, Cardiff on 28th April 2022

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

EXECUTION VERSION

DATED 20 April 2022

THE COMPANIES LISTED IN SCHEDULE 1
AS SUPPLEMENTAL CHARGORS

AND

NATIONAL WESTMINSTER BANK PLC
AS SECURITY AGENT

SUPPLEMENTAL DEBENTURE

EXECUTED IN CONNECTION WITH THE
AMENDMENT AND RESTATEMENT OF A
FACILITIES AGREEMENT FOR THE CARD
FACTORY GROUP

SUPPLEMENTAL TO A DEBENTURE DATED 20
MAY 2021

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THIS SUPPLEMENTAL DEBENTURE is made by way of deed on 20 April
2022

BETWEEN:

- (1) **THE COMPANIES LISTED IN SCHEDULE 1** (each a "**Supplemental Chargor**" and together the "**Supplemental Chargors**"); and
- (2) **NATIONAL WESTMINSTER BANK PLC** as security trustee for itself and the other Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**").

RECITALS:

- (A) The Lenders made certain facilities available to CF Bidco Plc pursuant to the Original Facilities Agreements (each as defined below).
- (B) Pursuant to the Original Debenture (as defined below) the Supplemental Chargors created security over the Charged Property in favour of the Security Agent as continuing security for the payment and discharge of all the Secured Obligations (as defined in the Intercreditor Agreement).
- (C) The Lenders have agreed to amend the Original Facilities Agreements as set out in the Amendment and Restatement Agreements (each as defined below).
- (D) Each of the Supplemental Chargors wishes to confirm the existing security created pursuant to the Original Debenture and grant security over the Charged Property in respect of its obligations to the Lenders under the Debt Documents (as amended by the Amendment and Restatement Agreements).
- (E) This Supplemental Debenture is supplemental to the Original Debenture.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Debenture:

"Amended and Restated Facilities Agreements" means each of the Facilities Agreements as amended and restated by the Amendment and Restatement Agreements.

"Amended and Restated Senior Facilities Agreement" means the Senior Facilities Agreement as amended and restated by the Senior Facilities Agreement Amendment and Restatement Agreement.

"Amended Intercreditor Agreement" means the Intercreditor Agreement as amended by the Intercreditor Agreement Amendment Agreement.

"Amended Secured Obligations" means the Secured Obligations as defined in the Original Debenture and including, for the avoidance of doubt, such obligations arising under the Debt Documents on and after the Fifth Effective Date.

"Amendment and Restatement Agreements" means:

- (a) the amendment and restatement agreement dated on or around the date hereof in respect of the Senior Facilities Agreement (the **"Senior Facilities Agreement Amendment and Restatement Agreement"**);
- (b) the amendment and restatement agreement dated on or around the date hereof in respect of the Lloyds CLBIL Facility Agreement;
- (c) the amendment and restatement agreements dated on or around the date hereof in respect of the HSBC CLBIL Facility Agreements;
- (d) the amendment and restatement agreement dated on or around the date hereof in respect of the NatWest CLBIL Facility Agreement; and
- (e) the amendment and restatement agreement dated on or around the date hereof in respect of the Santander CLBIL Facility Agreement.

"Collection Accounts" means the accounts of the Supplemental Chargors set out in Schedule 2 (*Details of Collection Accounts*), any other accounts designated as Collection Accounts by the relevant Supplemental Chargor and the Security Agent, including those accounts listed in any relevant Security Accession Deed and (following the occurrence of an Event of Default which is continuing) such accounts as the Security Agent shall specify.

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Supplemental Charging Clause*) of this Supplemental Debenture or pursuant to a Security Accession Deed.

"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Supplemental Chargor in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance, including those listed in Schedule 3 (*Insurances*) or in any relevant Security Accession Deed.

"Intellectual Property" means the intellectual property specified in Schedule 6 (*Intellectual Property*) and in any Security Accession Deed, and any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets in which any Supplemental Chargor may from time to time have an interest.

"Intercreditor Agreement" means the intercreditor agreement dated 20 May 2021 between, among others, the Supplemental Chargors and the Security Agent.

"Intercreditor Agreement Amendment Agreement" means the amendment agreement dated on or around the date hereof in respect of the Intercreditor Agreement.

"Intra-Group Loan Agreements" means any agreements (whether documented or not) relating to intercompany receivables of a Supplemental Chargor, including those listed in Schedule 4 (*Intra-Group Loan Agreements*) or in any relevant Security Accession Deed.

"Investment" means any stock, share, debenture, loan stock, security, certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Supplemental Chargor or by any trustee, nominee, custodian fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares), including those investments listed in Schedule 5 (*Investments*) or in any relevant Security Accession Deed **provided that** any such asset which is a Subsidiary Share or relates to a Subsidiary Share issued by a company not incorporated in England and Wales will not constitute an Investment under this Supplemental Debenture.

"Lenders" means the Senior Facility Creditors and the CLBIL Lenders.

"Original Debenture" means the debenture dated 20 May 2021 between, the Supplemental Chargors and the Security Agent.

"Original Security" means the Security created by or pursuant to the Original Debenture.

"Real Property" means (including as provided in Clause 1.8 (*Real Property*)) the freehold and leasehold property specified in Schedule 7 (*Real Property*) or in any Security Accession Deed and any present or future freehold or leasehold or immovable property and any other interest in land or buildings and any rights relating thereto in which any Supplemental Chargor has an interest.

1.2 Terms defined in other Debt Documents

Unless defined in this Supplemental Debenture, or the context otherwise requires, a term defined in the Original Debenture or the Amended Intercreditor Agreement shall have the same meaning in this Supplemental Debenture or in any notice given under or in connection with this Supplemental Debenture.

1.3 Construction

- (a) The rules of interpretation contained in clauses 1.2 (*Construction*) and 1.3 (*Currency Symbols and Definitions*) of the Amended and Restated Senior Facilities Agreement shall apply to the construction of this Supplemental Debenture, or in any notice given under or in connection with this Supplemental Debenture.
- (b) In this Supplemental Debenture, unless a contrary intention appears, a reference to:
 - (i) an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);

- (ii) an "**amendment**" includes any amendment, supplement, variation, novation, modification, replacement or restatement and "**amend**", "**amending**" and "**amended**" shall be construed accordingly;
- (iii) "**assets**" includes present and future properties, revenues and rights of every description;
- (iv) "**including**" means including without limitation and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms, and "**includes**" and "**included**" shall be construed accordingly;
- (v) "losses" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "**loss**" shall be construed accordingly;
- (vi) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
- (vii) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (viii) the parties intend that this document shall take effect as a deed.

1.4 Other References

- (a) In this Supplemental Debenture, unless a contrary intention appears, a reference to:
 - (i) the "**Security Agent**", the "**Secured Parties**", the "**Finance Parties**", a "**Supplemental Chargor**", "**Supplemental Additional Chargor**" or any "**Obligor**" or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Debt Documents;
 - (ii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Supplemental Debenture and any reference to this Supplemental Debenture includes its schedules;
 - (iii) any Debt Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended or novated however fundamental the amendment or novation and of whatsoever nature and whether or not more onerous (excluding any amendment or novation made contrary to any provision of any Debt Document); and

- (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Supplemental Debenture are inserted for convenience only and are to be ignored in construing this Supplemental Debenture.
- (c) Words importing the plural shall include the singular and vice versa.

1.5 Present and future assets

- (a) A reference in this Supplemental Debenture to any Charged Property or other asset includes, unless the contrary intention appears, present and future Charged Property and other assets.
- (b) The absence of or incomplete details of any Charged Property in any Schedule shall not affect the validity or enforceability of any Security under this Supplemental Debenture.

1.6 Separate Security

Each of paragraphs (a) to (n) of Clause 4.1 (*Fixed Security and Assignment*) shall be construed as creating a separate and distinct fixed charge or assignment over each relevant asset within any particular class of assets defined in this Supplemental Debenture and the failure to create an effective fixed charge or assignment (whether arising out of this Supplemental Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the charge or assignment imposed on any other asset whether within that same class of assets or not.

1.7 Security Agent assumes no obligation

The Security Agent shall not be under any obligation in relation to the Charged Property as a consequence of this Supplemental Debenture and each Supplemental Chargor shall at all times remain liable to perform all obligations in respect of the Charged Property.

1.8 Real Property

- (a) A reference in this Supplemental Debenture to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Facilities Agreements and each other Debt Document are incorporated into this Supplemental Debenture and each other Debt Document to the extent required for any purported disposition of any Real Property contained in any Debt Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2. CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each of the Supplemental Chargors confirms for the benefit of the Secured Parties that with effect from the Fifth Effective Date, the Original Security shall (a) remain in full force and effect notwithstanding the amendments

referred to in the Amendment and Restatement Agreements and the Intercreditor Amendment Agreement and (b) continue to secure its Amended Secured Obligations under the Debt Documents (including, but not limited to, under each Amended and Restated Facilities Agreement).

3. COMMON PROVISIONS AS TO ALL SECURITY

3.1 Common provisions as to all Security

All the Security created by or pursuant to this Supplemental Debenture is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Supplemental Debenture and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Amended Secured Obligations

3.2 Consent for Fixed Security

Each Supplemental Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

3.3 Supplemental Security

All the Security created by or pursuant to Clause 4 (*Supplemental Charging Clause*) is created in addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security.

4. SUPPLEMENTAL CHARGING CLAUSE

4.1 Fixed Security and Assignment

- (a) Each Supplemental Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights.
- (b) Each Supplemental Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Subsidiary Shares and all dividends, interest and other monies payable in respect of those Subsidiary Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).
- (c) Each Supplemental Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto and all Related Rights.

- (d) Each Supplemental Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Book Debts (including any rights against other Supplemental Chargors or third parties under any guarantee of rental obligations) and all rights and claims against third parties and against any security in respect of those Book Debts and all Related Rights.
- (e) Each Supplemental Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all debts and monetary claims (other than Book Debts), all rights against third parties in respect of those debts and claims and all Related Rights.
- (f) Each Supplemental Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all monies standing to the credit of its Accounts (including the Nominated Accounts and the Collection Accounts) and all Related Rights.
- (g) Each Supplemental Chargor charges, by way of first fixed charge, all its rights, title and interest from time to time in and to the Intellectual Property and all Related Rights.
- (h) Each Supplemental Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Hedging Agreements, each of its interest or currency rate swap, cap, floor, collar or option transactions and all Related Rights.
- (i) Each Supplemental Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the benefit of all consents and agreements held by it in connection with the use of any of its assets and all Related Rights.
- (j) Each Supplemental Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all goodwill of that Supplemental Chargor and all Related Rights.
- (k) Each Supplemental Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all uncalled capital of that Supplemental Chargor and all Related Rights.
- (l) Each Supplemental Chargor charges, by way of first fixed charge, if not effectively assigned by Clause 4.1(m) (*Fixed Security and Assignment*) all its rights, title and interest from time to time in and to (and claims under) the Assigned Agreements and all Related Rights.
- (m) Each Supplemental Chargor assigns and agrees to assign absolutely all of its rights, claims, title and interest from time to time in and to the Assigned Agreements and all Related Rights.
- (n) Until the occurrence of an Event of Default which is continuing, but subject to clause 10 (*Assigned Agreements*) of the Original Debenture, the relevant Supplemental Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

4.2 Floating charge

- (a) Each Supplemental Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of that Supplemental Chargor.
- (b) The floating charge created pursuant to paragraph (a) above shall be deferred in point of priority to all Fixed Security validly and effectively created by the Supplemental Chargors under the Debt Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) above.

5. AMENDMENTS TO THE ORIGINAL DEBENTURE

With effect from the date of this Supplemental Debenture:

- (a) clause 7.2 (*Voting rights and dividends after an Event of Default*) of the Original Debenture shall be deleted in its entirety and replaced with the following clause:

"7.2 Voting rights and dividends after an Event of Default

- (a) *Subject to paragraph (b) of this Clause 7.2, upon the occurrence of an Event of Default which is continuing, the Security Agent may, at its discretion, in the name of each relevant Charging Company or otherwise and without any further consent or authority from that Charging Company:*

7.2.1 provided that the Security Agent has given notice to the relevant Charging Company of its intention to exercise voting rights in respect of any Subsidiary Shares, exercise (or refrain from exercising) any voting rights in respect of the Subsidiary Shares;

7.2.2 apply all dividends, interest and other monies arising from the Subsidiary Shares as though they were the proceeds of sale in accordance with Clause 17 (Application of Proceeds);

7.2.3 transfer the Subsidiary Shares into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require; and

7.2.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Subsidiary Shares including the right, in relation to any company whose shares or other securities are included in the Subsidiary Shares, to concur or participate in:

- (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);*

- (ii) *the release, modification or variation of any rights or liabilities attaching to such shares or securities; and*
- (iii) *the exercise, renunciation or assignment of any right to subscribe for any shares or securities,*

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Subsidiary Shares.

- (b) *Where the mandatory notification procedure under the National Security and Investment Act 2021 (the "NSIA") applies to the acquisition of voting rights by the Security Agent in respect of the Subsidiary Shares, the Security Agent shall not acquire such voting rights to the extent that the acquisition of such voting rights requires clearance to be obtained under the NSIA until clearance has been obtained under the NSIA (but to the extent that acquiring voting rights does not require clearance to be obtained under the NSIA (as confirmed to the Security Agent by an opinion of counsel in form and substance satisfactory to it) this paragraph shall not prevent it from acquiring those voting rights)."*

- (b) the following new clause shall be inserted into clause 7 (*Shares and Investments*) of the Original Debenture:

"7.6 National Security and Investment Act 2021 - notifications

Where paragraph (b) of Clause 7.2 (Voting rights and dividends after an Event of Default) applies, the Security Agent may give a mandatory notice to the Secretary of State in accordance with the NSIA notifying it of the proposed acquisition of voting rights by the Security Agent."

6. MISCELLANEOUS

6.1 Incorporation of provisions from Amended and Restated Senior Facilities Agreement

Clauses 15 (*Tax gross up and indemnities*), 17 (*Other indemnities*), 34.1 (*Accounts*), 34.2 (*Certificates and determinations*) and 37 (*Amendments and waivers*) of the Amended and Restated Senior Facilities Agreement are deemed to form part of this Supplemental Debenture as if expressly incorporated into it and as if all references in those clauses to the Amended and Restated Senior Facilities Agreement were references to this Supplemental Debenture.

6.2 Incorporation of provisions from Original Debenture

The provisions of clauses 1.6 (*Third party rights*), 1.10 (*Security Accession Deeds*), 2 (*Covenant to pay*), 4.3 (*Conversion of Floating Charge*), 4.4 (*Automatic Conversion of Floating Charge*), 5 (*Provisions as to Security and Perfection*), 6 (*Further Assurance*), 7 (*Shares and Investments*) (for the avoidance of doubt, as amended by Clause 5 (*Amendments to the Original Debenture*) of this Supplemental Debenture), 8 (*Accounts*), 9 (*Insurances*), 10 (*Assigned Agreements*), 11 (*Real Property*), 12 (*General Undertakings*), 13 (*Enforcement of Security*), 14 (*Extension of Powers and Right of*

Appropriation), 15 (*Appointment of Receiver or Administrator*), 16 (*Powers of Receiver*), 17 (*Application of Proceeds*), 18 (*Protection of Purchasers*), 20 (*Effectiveness of Security*), 21 (*Costs, Expenses and Indemnity*), 22 (*Prior Security Interests*), 23 (*Subsequently Security Interests*), 24 (*Suspense Accounts*), 25 (*Release of Security*), 26 (*Set-off*), 27 (*Delegation*), 28 (*Notices*) and 29 (*Changes to Parties*) and Part I (*Forms of notice to Counterparties (other than Insurers) of Assigned Agreements/Hedging Agreements*) and Part 2 (*Form of Notice to Insurers*) of Schedule 2, Schedule 4 (*Form of Notice to Banks Operating Collection Accounts and/or Nominated Accounts and/or Cash Collateral Accounts*) and Schedule 5 (*Form of Security Accession Deed*) of the Original Debenture are incorporated into this Supplemental Debenture as if set out in full in this Supplemental Debenture, but so that references in those clauses to:

- (a) the "**Facility Agreement**" are references to the "Amended and Restated Senior Facilities Agreement";
- (b) the "**Secured Obligations**" are references to the "Amended Secured Obligations";
- (c) "**Charged Property**" are references to the assets of the Chargor charged in favour of, or assigned (whether at law or in equity) to the Security Agent pursuant to this Supplemental Debenture;
- (d) "**Charging Company**" are references to "Supplemental Chargor; "and
- (e) "**this Debenture**" are references to this Supplemental Debenture.

6.3 **Original Debenture**

Except insofar as supplemented and amended by this Supplemental Debenture, the Original Debenture shall remain in full force and effect.

6.4 **No merger**

For the avoidance of doubt, any mortgage, charge or assignment (whether at law or in equity) created by the Original Debenture shall continue in full force and effect notwithstanding this Supplemental Debenture and shall not merge in any security constituted by this Supplemental Debenture or be released, extinguished or affected in any way by the security constituted by this Supplemental Debenture.

7. **EXTENSION OF POWERS**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Supplemental Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Amended Secured Obligations shall be deemed due and payable for that purpose) on the date of this Supplemental Debenture or, in respect of Charged Property secured pursuant to a Security Accession Deed, on the date of the Security Accession Deed.

8. **POWER OF ATTORNEY**

8.1 **Appointment and powers**

Each Supplemental Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on any Supplemental Chargor by this Debenture (**provided that** the Security Agent has notified the Supplemental Chargor of the failure to comply with such obligation, and the Supplemental Chargor has not carried out the obligation within 3 Business Days of notification) or any other agreement binding on such Supplemental Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Property); and
- (b) on or after an Event of Default which is continuing, enabling the Security Agent and any Receiver to exercise or delegate the exercise of, any of the Collateral Rights (including, after the occurrence of an Event of Default, the exercise of any right of a legal or beneficial owner of the Charged Property).

8.2 **Ratification**

Each Supplemental Chargor shall ratify and confirm all things done and all documents executed by any attorney in the lawful and proper exercise or purported exercise of all or any of the attorney's powers.

9. **MISCELLANEOUS**

9.1 **Counterparts**

This Supplemental Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Debenture.

9.2 **Failure to Execute**

Failure by one or more parties ("**Non Signatories**") to execute this Supplemental Debenture on the date hereof will not invalidate the provisions of this Supplemental Debenture as between the other parties who do execute this Supplemental Debenture. Such Non Signatories may execute this Supplemental Debenture on a subsequent date and will thereupon become bound by its provisions.

10. **GOVERNING LAW AND JURISDICTION**

- (a) This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Supplemental Debenture) (a "**Dispute**").
- (c) Each Supplemental Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that no Charging Company will argue to the contrary.
- (d) Notwithstanding paragraph (c), the Security Agent may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS SUPPLEMENTAL DEBENTURE has been signed by the Security Agent and executed as a deed by each Supplemental Chargor and is delivered by it as a deed on the date stated at the beginning of this Supplemental Debenture.

SCHEDULE 1
LIST OF SUPPLEMENTAL CHARGORS

	Legal Name of Company	Registration Number and Jurisdiction of Incorporation
1.	CF Bidco Plc	07210394, England and Wales
2.	Card Factory PLC	09002747, England and Wales
3.	CF Topco Limited	07210365, England and Wales
4.	CF Midco Limited	07210361, England and Wales
5.	CF Interco Limited	07210377, England and Wales
6.	Short Rhyme Limited	06504854, England and Wales
7.	Heavy Distance Limited	06005142, England and Wales
8.	Sportswift Limited	03493972, England and Wales
9.	Printcraft Limited	07019834, England and Wales
10.	LupFaw 221 Limited	06214786, England and Wales
11.	Sportswift Properties Limited	04718243, England and Wales
12.	Getting Personal (UK) Ltd	07074125, England and Wales
13.	Getting Personal Limited	05253479, England and Wales
14.	Getting Personal Group Limited	07038447, England and Wales

SCHEDULE 2
DETAILS OF COLLECTION ACCOUNTS

Charging Company	Bank	Sort Code	Account Number
Sportswift Limited	NatWest	52-30-29	██████
Sportswift Limited	NatWest	52-30-29	██████
Sportswift Limited	NatWest	52-30-29	██████████
Sportswift Limited	NatWest	52-30-29	██████████
Sportswift Limited	NatWest	52-30-29	██████
Sportswift Limited	NatWest	60-72-02	██████████
Sportswift Limited	RBS	16-16-22	██████
Sportswift Limited	RBS	16-16-22	██████
Sportswift Limited	Santander	09-07-20	██████
Sportswift Limited	Ulster	98-00-60	██████
Sportswift Limited	Ulster	98-00-60	██████
Sportswift Limited	Santander	09-02-22	██████
Printcraft Limited	NatWest	52-30-29	██████
CF Bidco Plc	NatWest	52-30-29	██████
Card Factory plc	NatWest	52-30-29	██████
Card Factory plc	NatWest	52-30-29	██████
Getting Personal Limited	Barclays	20-55-34	██████
Sportswift Limited	Lloyds TSB	30-00-05	██████
Sportswift Limited	Lloyds TSB	30-96-34	██████

**SCHEDULE 3
INSURANCES**

Category	Insurer(s)	Insurance Broker	Policy Number
Directors' and Officers' liability	Allianz Global Corporate and Specialty SE	Marsh	(UMR) B0460133750992022
Excess Directors and Officers Liability Insurance	QBE Europe SA/NV	Marsh	(UMR) B0460134611592022
Primary Material Damage / Business Interruption (UK)	Allianz Insurance plc; Zurich Insurance; XL Catlin; Aspen; and QBE	Arthur J. Gallagher Insurance Brokers Limited	47/SZ/29242201/01
1 st Excess Layer Material Damage Business Interruption (UK)	Aviva Insurance Ltd; and Allied World Assurance Co	Arthur J. Gallagher Insurance Brokers Limited	100728458PML
2 nd Excess Layer Material Damage / Business Interruption (UK)	Chubb European Group SE; and Generali	Arthur J. Gallagher Insurance Brokers Limited	UKFRID31130
Material Damage / Business Interruption (Ireland)	Allianz Ireland plc	Arthur J. Gallagher Insurance Brokers Limited	CO FBZ 8113237
Terrorism	Chaucer Syndicate 1084 via AJG Vehicle C Benign UK); and Arch Syndicate via Vehicle E (Complex Risks)	Arthur J. Gallagher Insurance Brokers Limited	FC0193522
Combined Liability (UK)	Allianz Insurance plc	Arthur J. Gallagher Insurance Brokers Limited	47/SZ/17054848/01
Excess Public/Products Liability	AIG International Group UK Ltd; Pen Underwriting Ltd; and Zurich	Arthur J. Gallagher Insurance Brokers Limited	0021901118

	Commercial Insurance UK		
Combined Liability (Ireland)	Allianz Insurance plc	Arthur J. Gallagher Insurance Brokers Limited	CN ELZ 8133122
Motor Fleet	Allianz Insurance plc	Arthur J. Gallagher Insurance Brokers Limited	47/BV/17054860/01
Combined Personal Accident & Business Travel	Chubb European Group SE	Arthur J. Gallagher Insurance Brokers Limited	UKBBB047370
Engineering Inspection (Printcraft Ltd only)	Allianz Insurance Plc	Arthur J. Gallagher Insurance Brokers Limited	53/NV/18011764/1
Engineering Hired In Plant	Allianz Insurance plc	Arthur J. Gallagher Insurance Brokers Limited	47/CS/27821536/01
Computers	Allianz Insurance plc	Arthur J. Gallagher Insurance Brokers Limited	53/NK/16371233/1
Cyber Liability	Travelers Insurance Designated Activity Company (UK Branch)	Arthur J. Gallagher Insurance Brokers Limited	UCWRP5631374
Marine Cargo & Goods in Transit	Royal & Sun Alliance Insurance plc	Arthur J. Gallagher Insurance Brokers Limited	C088465C20AA

SCHEDULE 4
INTRA-GROUP LOAN AGREEMENTS

1. £28,844 loan owing from Card Factory Ireland Limited to Card Factory plc
2. £1,084,558 loan owing from Card Factory Ireland Limited to Sportswift Limited

**SCHEDULE 5
INVESTMENTS**

Charging Company	Name of company in which shares are held	Class and number of shares held
Card Factory PLC	CF Bidco Plc	203,170,228 Ordinary Shares of £0.01 each
Card Factory PLC	CF Topco Limited	1 Ordinary Share of £1
CF Topco Limited	CF Midco Limited	1 Ordinary Share of £1
CF Topco Limited	CF Interco Limited	1 Ordinary Share of £1
CF Bidco Plc	Short Rhyme Limited	1 Ordinary Share of £1
Short Rhyme Limited	Heavy Distance Limited	1 Ordinary Share of £1 1 A Ordinary Share of £1
CF Bidco Plc	Sportswift Limited	13946 Ordinary Shares of £0.10 each 722 A Ordinary Shares of £0.10 each 721 B Ordinary Shares of £0.10 each
Sportswift Limited	Printcraft Limited	1 Ordinary Share of £1
Sportswift Limited	LupFaw 221 Limited	2 Ordinary Shares of £1 each
Sportswift Limited	Sportswift Properties Limited	1 Ordinary Share of £1
Sportswift Limited	Getting Personal (UK) Ltd	1 Ordinary Share of £1
Sportswift Limited	Getting Personal Limited	150 Ordinary Shares of £1 each
Sportswift Limited	Getting Personal Group Limited	1 Ordinary A Share of £1 1 Ordinary B Share of £1 1 Ordinary C Share of £1 1 Ordinary D Share of £1

SCHEDULE 6
INTELLECTUAL PROPERTY

Mark	Registration No.	Status	Class
GETTING PERSONAL Device	2496349B	Registered	09 16 21 28 35
GETTING PERSONAL Logo	2427936	Registered	09 16 21
GETTING PERSONAL Logo (2019)	3425462	Registered	16 30 31 35
GETTING PERSONAL MADE TO MEAN MORE Logo (2019) (Series of 2)	3425476	Registered	16 30 31 35
GETTING PERSONAL Logo	2496349A	Registered	09 16 21 28 35
3 2 1 CARDS	2395838	Registered	35
BIG TEASE	2434223	Registered	16
CARD FACTORY	1425678	Registered	06 14 16 20 21 24 26 28 35
CARD FACTORY	014489611	Registered	06 14 16 20 21 24 26 28 35
CARD FACTORY	1425678	Registered	06 14 16 20 21 24 26 28 35
CARD FACTORY	1425678	Registered	06 14 16 20 21 24 26 28 35
CARD FACTORY	2529740	Registered	06 14 16 20 21 26 28 35
CUDDLES COLLECTION	2401085	Registered	28
HUGS	005736343	Registered	16 21 28
THE CARD FACTORY	2022366	Registered	16

THE PARTY FACTORY	014908826	Registered	06 14 16 20 21 26 35
WHISPERS OF LOVE	2434217	Registered	16

**SCHEDULE 7
REAL PROPERTY**

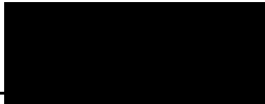
Charging Company	Description	Tenure (freehold / leasehold)	Title Number
Sportswift Limited	Unit I, Brunel Road, Wakefield 41 Industrial Estate, Wakefield	Freehold	WYK742225
Sportswift Limited	Land lying to the South East of Lawns Lane, Wakefield and being part of 41 Industrial Estate, Wakefield	Freehold	WYK426664
Sportswift Limited	Land lying to the South of Grand Stand Road, Wakefield	Freehold	WYK436327
Printcraft Limited	Land and buildings on the South side of Otley Road, Charlestown, Shipley	Freehold	WYK193224

SIGNATORIES TO SUPPLEMENTAL DEBENTURE

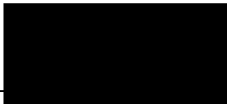
The Supplemental Chargors

EXECUTED as a DEED

by **CF BIDCO PLC**

 Signature of Director

Kristian Lee Name of Director

 Signature of Director

Darcy Willson-Rymer Name of Director

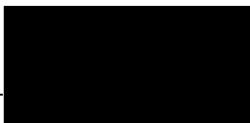
Notice Details for each of the Supplemental Chargors

Address: Card Factory, Century House, Brunel Road, Wakefield 41 Industrial Estate,
Wakefield, WF2 0XG

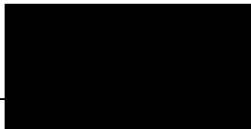
Attention: Ciaran Stone

EXECUTED as a DEED

by **CARD FACTORY PLC**

 Signature of Director

Kristian Lee Name of Director


 Signature of Director

Darcy Willson-Rymer Name of Director

EXECUTED as a DEED


by **CF TOPCO LIMITED**


	Signature of Director
<hr/>	
Kristian Lee	Name of Director
<hr/>	

	Signature of Director
<hr/>	
Darcy Willson-Rymer	Name of Director
<hr/>	

EXECUTED as a DEED


by **CF MIDCO LIMITED**


	Signature of Director
<hr/>	
Kristian Lee	Name of Director
<hr/>	

	Signature of Director
<hr/>	
Darcy Willson-Rymer	Name of Director
<hr/>	

EXECUTED as a DEED


by **CF INTERCO LIMITED**


	Signature of Director
Kristian Lee	Name of Director

	Signature of Director
Darcy Willson-Rymer	Name of Director

EXECUTED as a DEED

by **SHORT RHYME LIMITED**

	Signature of Director
Kristian Lee	Name of Director

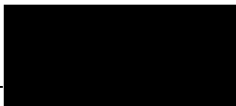
	Signature of Director
Darcy Willson-Rymer	Name of Director

EXECUTED as a DEED
by **HEAVY DISTANCE LIMITED**



Kristian Lee


Signature of Director
Name of Director



Darcy Willson-Rymer


Signature of Director
Name of Director

EXECUTED as a DEED
by **SPORTSWIFT LIMITED**



Kristian Lee

Signature of Director
Name of Director




Darcy Willson-Rymer

Signature of Director
Name of Director

EXECUTED as a DEED

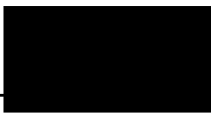
by **PRINTCRAFT LIMITED**


	Signature of Director
Kristian Lee	Name of Director

	Signature of Director
Darcy Willson-Rymer	Name of Director

EXECUTED as a DEED

by **LUPFAW 221 LIMITED**

	Signature of Director
Kristian Lee	Name of Director

	Signature of Director
Darcy Willson-Rymer	Name of Director

EXECUTED as a DEED

by **SPORTSWIFT PROPERTIES LIMITED**

Signature of Director

Kristian Lee

Name of Director

Signature of Director

Darcy Willson-Rymer

Name of Director

EXECUTED as a DEED

by **GETTING PERSONAL (UK) LTD**

Signature of Director

Kristian Lee


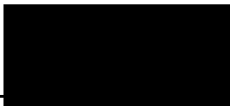
Name of Director

Signature of Director



Darcy Willson-Rymer

Name of Director

EXECUTED as a DEED
by **GETTING PERSONAL LIMITED**

	Signature of Director
Kristian Lee	Name of Director
	Signature of Director
Darcy Willson-Rymer	Name of Director

EXECUTED as a DEED
by **GETTING PERSONAL GROUP LIMITED**

	Signature of Director
Kristian Lee	Name of Director
	Signature of Director
Darcy Willson-Rymer	Name of Director

The Security Agent

NATIONAL WESTMINSTER BANK PLC

By:



Address:

250 Bishopsgate, London, EC2M 4AA

Telephone:

+44(0)7970 030 367

Attention:

Nick Kent