

# MG01

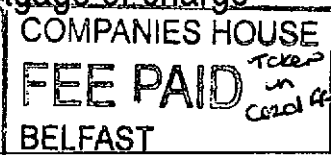
## Particulars of a mortgage or charge

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COMPANIES HOUSE

### 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 register particulars of a charge for a Scottish company To do this please use form MG01s

refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

## 1 Company details

Company number

N I 0 0 0 0 9 5

Company name in full

THE EDUCATIONAL COMPANY LIMITED (the **Chargor**)

F F I

### → Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by

## 2 Date of creation of charge

Date of creation

01 06 20 07 12 10 11 10

## 3 Description

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 deed of accession to the Security Agreement (as defined below) between the Chargor the Parent (as defined below) and the Security Agent (as defined below) as agent and trustee for the Creditors (as defined below) dated 16 July 2010 (the **Accession Deed**)

## 4 Amount secured

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 in any other capacity whatsoever) of each Obligor (as defined below) to any Finance Party (as defined below) under any Finance Documents (as defined below) (the **Secured Liabilities**)

### Continuation page

Please use a continuation page if you need to enter more details

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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 Barclays Bank PLC (the **Security Agent**)

Address 5 The North Colonnade

London

Postcode E 1 4 4 B B

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 continuation pages

# MG01 continuation page

## 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>1 CREATION OF SECURITY</b></p> <p><b>1.1 General</b></p> <p>(a) All the Security</p> <p>(i) is created in favour of the Security Agent</p> <p>(ii) is security for the payment discharge and performance of all the Secured Liabilities</p> <p>(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and</p> <p>(iv) is created as a first ranking Security Interest unless the priority of such Security Interest is not first ranking due to the operation of the Intercreditor Agreement in which case it will rank in the priority specified in the Intercreditor Agreement notwithstanding the terms of the Accession Deed</p> <p>(b) If the Chargor assigns an agreement under the Accession Deed and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained</p> <p>(i) the Chargor must notify the Security Agent immediately</p> <p>(ii) the assignment or charge will not take effect until that consent is obtained</p> <p>(iii) unless the Security Agent otherwise requires the Chargor must and each other Chargor must ensure that the Chargor will use all reasonable endeavours to obtain the consent as soon as practicable and</p> <p>(iv) the Chargor must promptly supply to the Security Agent a copy of the consent obtained by it</p> <p>(c) The Security Agent holds the benefit of the Accession Deed on trust for the Secured Creditors</p> <p>(d) The fact that no or incomplete details of any Security Asset are inserted in the schedule to the Accession Deed does not affect the validity or enforceability of the Security</p> <p><b>1.2 Notice and acknowledgement</b></p> <p>(a) The Accession Deed constitutes notice to the Security Agent that the Chargor has charged (by way of first fixed charge) in favour of the Security Agent any Security Account maintained with the Security Agent</p> <p>(b) The Security Agent acknowledges the above notice of assignment</p>	

# 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

#### 1.3 Land

(a) Subject to Clause 1.12 (Excluded Assets) and Clause 1.13 (Excluded Property) the Chargor has charged

(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and specified in Part 1 of the schedule to the Accession Deed 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 the Chargor a right to occupy or use property

(b) A reference in the Accession 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 Chargor and

(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any moneys paid or payable in respect of those covenants

#### 1.4 Investments

(a) Subject to Clause 1.12 (Excluded Assets) the Chargor has charged by way of a first legal mortgage

(i) all shares owned by it and specified in Part 2 of the schedule to the Accession 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 the Accession 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

**6**

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

Please give the short particulars of the property mortgaged or charged

Short particulars

in relation to that share stock debenture bond warrant coupon or other security or investment

**1 5 Plant and machinery**

Subject to Clause 1 12 (Excluded Assets) the Chargor has charged by way of a first fixed charge all plant machinery computers office equipment or vehicles specified in Part 3 of the schedule to the Accession Deed and its interest in any Plant and Machinery in its possession

**1 6 Credit balances**

Subject to Clause 1 12 (Excluded Assets) the Chargor has charged 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

**1 7 Insurances**

(a) Subject to Clause 1 12 (Excluded Assets) the Chargor has assigned 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 1 12 (Excluded Assets) the Chargor has charged by way of first fixed charge all amounts and rights described in paragraph (a) above

(c) Subject to Clause 1 12 (Excluded Assets) the Chargor has charged 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

**1 8 Other contracts**

(a) Subject to Clause 1 12 (Excluded Assets) the Chargor has assigned absolutely subject to a proviso for re assignment on redemption all of its rights in respect of

(i) the agreements specified in Part 4 of the schedule to the Accession Deed

(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 1 12 (Excluded Assets) the assignment of that right

# 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

purported to be effected by paragraph (a) shall operate as an assignment of any damages compensation remuneration profit rent or income which the 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 1 12 (Excluded Assets) the Chargor has charged by way of first fixed charge all of its rights under each agreement and document to which it is a party

#### 1 9 Intellectual property

Subject to Clause 1 12 (Excluded Assets) the Chargor has charged by way of a first fixed charge all of its rights in respect of

(a) any Intellectual Property Rights specified in Part 5 of the schedule to the Accession Deed and

(b) 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

#### 1 10 Miscellaneous

Subject to Clause 1 12 (Excluded Assets) the Chargor has charged 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

#### 1 11 Floating charge

(a) Subject to Clauses 1 12 (Excluded Assets) and 1 13 (Excluded Property) the Chargor has charged by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged charged or assigned under the Accession Deed

(b) Except as provided below the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under the Accession Deed into a fixed charge as regards any of the Chargor's assets specified in that notice of

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

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Short particulars

- (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) the 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 2 (Restrictions on Dealings)
- (c) The floating charge created under the Accession 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 the Accession 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 the 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 the Accession 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 the 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 the Accession Deed or any other Secured Document

**1.12 Excluded Assets**

The Security created under this Clause 1 (Creation of Security) shall not extend to the Excluded Assets

**1.13 Excluded Property**

Where the terms of any lease or underlease to which all or any part of the 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

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creation of such Security Interest nothing in the Accession 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

2 RESTRICTIONS ON DEALINGS

The Chargor may not

- (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 Agreements

3 POWER OF ATTORNEY

The Chargor by way of security has irrevocably and severally appointed the Security Agent each Receiver and each of their respective delegates and sub delegates to be its attorney to take any action which the Chargor is obliged to take under the Accession Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause

In this Form MG01

**Account Bank** means a bank reasonably acceptable to the Security Agent with whom a Security Account is maintained

**Additional Chargor** means the companies listed in Part 1 of Schedule 1 to this Form MG01 and any member of the Group which becomes a Chargor by executing a Deed of Accession

**Agreement** means any of the Existing Facility Agreement the New Super Senior Credit Agreement the New Revolving Credit Agreement and the Ancillary Facility Agreements

**AL Facility** means each ancillary facility entered into by an Obligor details of which are set out in the Intercreditor Agreement

**Ancillary Facility Agreement** means any of the ancillary facility agreements entered into by a member of the Group and listed in Schedule 2 to the Intercreditor Agreement

**Chargor** means an Original Chargor and any Additional Chargor

**Creditor** means any Finance Party the Security Agent or any Pension Trustee

**Deed of Accession** means a deed substantially in the form of Schedule 6 to the Security Agreement (Form of Deed of Accession) with those amendments which the Security Agent may approve (acting reasonably)



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Education Trustees</b> means Frank Taylor Peter Brooks and Ivan Bolton as sole trustees of the Findel Education Pension Scheme</p> <p><b>Event of Default</b> has the meaning given to that term in any of the Agreements (as appropriate)</p> <p><b>Excluded Assets</b> means the assets of Express Gifts Limited over which it has created Security Interests in favour of Regency Assets Limited pursuant to the receivables participation agreement between inter alios (a) Express Gifts Limited (b) Regency Assets Limited and (c) the Parent originally dated 26 March 2001 as amended and restated on 23 March 2006</p> <p><b>Existing Facility Agreement</b> means the £250 000 000 revolving credit facility agreement dated 3 September 2007 and made between among others the Parent and Barclays Bank PLC as facility agent and Security Agent (as amended and/or amended and restated from time to time)</p> <p><b>Finance Document</b> means</p> <ul style="list-style-type: none"> <li>(a) each document documenting an AL Facility</li> <li>(b) each New RCF Facilities Agreement</li> <li>(c) the Existing Facility Agreement</li> <li>(d) a Security Document or</li> <li>(e) any other document designated as a Finance Document in any of the documents referred to in paragraphs (a) to (d) above</li> </ul> <p><b>Finance Party</b> means a Lender the Security Agent or any other person designated as a Finance Party in any Finance Document</p> <p><b>Findel Education Pension Scheme</b> means the pension scheme known as the Findel Education Pension Scheme which is governed by a trust deed dated 5 April 1993 and the rules adopted under that trust deed in each case as subsequently amended</p> <p><b>Findel Group Pension Fund</b> means the pension scheme known as the Findel Group Pension Fund which is governed by a trust deed dated 11 February 1998 and the rules adopted under that trust deed in each case as subsequently amended</p> <p><b>Galt Group Employees Pension Scheme</b> means the pension scheme known as the Galt Group Employees Pension Scheme which is governed by a trust deed dated 26 April 1989 and the rules adopted under that trust deed in each case as subsequently amended</p> <p><b>Galt Trustees</b> means John Bolton Sue Evans and Ivan Bolton as sole trustees of the Galt Group Employees Pension Scheme</p> <p><b>Group</b> means the Parent and each of its Subsidiaries</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

**Group Trustee** means Findel (Pensions) Limited as sole trustees of the Findel Group Pension Fund

**Intercreditor Agreement** means the intercreditor agreement dated 24 July 2009 and made between among others the Parent the Security Agent the Original Facility Agent the New Super Senior Facility Agent the New Revolving Facility Agent the Pension Trustees and the Lenders

**Lenders** means those parties named in Schedule 2 to this Form MG01 as Lenders

**Mandatory Prepayment Account** has the meaning given to that term in any of the New RCF Facilities Agreements

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

**New Revolving Credit Agreement** means the £77 300 000 revolving credit facility agreement dated 24 July 2009 between among others the Parent and Barclays Bank PLC as facility agent and Security Agent (as amended and/or amended and restated from time to time)

**New Revolving Facility Agent** means Barclays Bank PLC as facility agent for the lenders under the New Revolving Credit Agreement

**New Revolving Lenders** means each of the banks trusts funds financial institutions and other persons party to the New Revolving Credit Agreement as a lender or to whom any rights and/or obligations are from time to time novated transferred or assigned by any lender under the New Revolving Credit Agreement

**New Super Senior Credit Agreement** means the £37 700 000 revolving credit facility agreement dated 24 July 2009 and made between among others the Parent and Barclays Bank PLC as facility agent and Security Agent

**New Super Senior Facility Agent** means Barclays Bank PLC as facility agent for the lenders under the New Super Senior Credit Agreement

**New Super Senior Lenders** means each of the banks trusts funds financial institutions and other persons party to the New Super Senior Credit Agreement as a lender or to whom any rights and/or obligations are from time to time novated transferred or assigned by any lender under the New Super Senior Credit Agreement

**Obligor** means each Obligor as defined in any of the Agreements

**Original Chargor** means the companies listed in Part 2 of Schedule 1 to this Form MG01 as original chargors

**Original Facility Agent** means Barclays Bank PLC as facility agent for the lenders under the Existing Facility Agreement

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>P&amp;T Trustees</b> means Ian Horsfield Alan Waite and SBJ Professional Trustees Limited as sole trustees of the Philip &amp; Tacey Retirement Benefits Plan (1974)</p> <p><b>Parent</b> means Findel PLC (registered number 549034) with its registered office at Church Bridge House Henry Street Church Accrington Lancashire BB5 4EH</p> <p><b>Pension Document</b> means in relation to a Pension Scheme any trust deed or rules governing that Pension Scheme</p> <p><b>Pension Scheme</b> means the Findel Group Pension Fund the Findel Education Pension Scheme the Galt Group Employees Pension Scheme or the Philip &amp; Tacey Retirement Benefits Plan (1974)</p> <p><b>Pension Trustees</b> means the Group Trustees the Education Trustees the Galt Trustees or the P&amp;T Trustees</p> <p><b>Philip &amp; Tacey Retirement Benefits Plan (1974)</b> means the pension scheme known as the Philip &amp; Tacey Retirement Benefits Plan (1974) which is governed by a trust deed dated 3 June 1994 and the rules adopted under that trust deed in each case as subsequently amended</p> <p><b>Placing Proceeds Account</b> has the meaning given to that term in any of the New RCF Facilities Agreements</p> <p><b>PS Debt</b> means all amounts (excluding prospective or contingent amounts) payable or owing by any Obligor to any Pension Trustees or arising under statute or in connection with any documentation entered into in connection with any Pension Scheme</p> <p><b>Receiver</b> means an administrative receiver a receiver and manager or a receiver in each case appointed under the Security Agreement</p> <p><b>Restricted Account</b> means the Mandatory Prepayment Account and the Placing Proceeds Account and includes</p> <ul style="list-style-type: none"> <li>(a) if there is a change of Account Bank any account into which all or part of a credit balance from a Restricted Account is transferred and</li> <li>(b) any account which is a successor to a Restricted Account on any re numbering or re designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes</li> </ul> <p><b>Secured Creditor</b> means a Finance Party or a Pension Trustee</p> <p><b>Secured Document</b> means a Finance Document or a Pension Document</p> <p><b>Security</b> means any security or guarantee created granted or purported to be created or granted under the Accession Deed</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

**Security Agreement** means the security agreement dated 24 July 2009 and made between the Original Chargors and the Security Agent

**Security Account** means in relation to any Chargor

- (a) its blocked accounts and
- (b) any other account which it purports to charge under the Accession Deed

**Security Assets** means all assets of the Chargor the subject of the Security

**Security Document** means

- (a) each security agreement entered into by an Obligor and the Security Agent (other than any Webb Security Document (as defined in the Intercreditor Agreement)) and
- (b) any document under which a guarantee is given

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

**Subsidiary** means a subsidiary within the meaning of section 1159 of the Companies Act 2006

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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

**SCHEDULE 1**

**PART 1**

**THE ADDITIONAL CHARGORS**

<b>ADDITIONAL CHARGORS</b>	<b>JURISDICTION OF INCORPORATION</b>	<b>REGISTRATION NUMBER</b>
Designed For You Limited	England	272275
Findel Interactive Limited	England	942944
Fundraising Direct Limited	England	3504294
Galtak Limited	England	540013
GLS Educational Supplies Limited	England	4047119
Hope Education Limited	England	826148
Hope Holdings (UK) Limited	England	446132
James Galt (Export) Limited	England	935526
Kernick & Son Limited	England	2520047
Naturally Direct Limited	England	3844041
Philip & Tacey Limited	England	75919
Philip Harris Education and Scientific Limited	England	149576
Philograph Publications Limited	England	675502
Premier Educational Supplier Limited	England	1543837
Protus Plastics Limited	England	1117679
Say It With Ease com Limited	England	791110
The Educational Company Limited	Northern Ireland	NI000095
Web Wedding Limited	England	4027507
World Class Learning Limited	England	1399139

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

Please give the short particulars of the property mortgaged or charged

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**PART 2**

**THE ORIGINAL CHARGORS**

**ORIGINAL CHARGOR**

**JURISDICTION OF  
INCORPORATION**

**REGISTRATION  
NUMBER**

Findel PLC	England	549034
Express Gifts Limited	England	718151
Findel Education Limited	England	1135827
Nottingham Rehab Limited	England	1948041
I Want One of Those corn Limited	England	5933617
Kitbag Limited	England	5933624
Kleeneze Limited	England	5801085
Letterbox Mail Order Limited	England	2294353
Confetti Network Limited	England	3640609
Findel Direct Limited	England	3231932
The Cotswold Company Limited	England	3235153
NRS Mobility Care Limited	England	5705293
2Care4 Limited	England	3806485
Findel Wholesale Limited	England	3854820
Care Cards Limited	England	736905
Findel Education (2002) Limited	England	65938
Findel Gift Limited	England	898551
Findel Stationery Limited	England	3854826
Fine Art Developments (Supplies) Limited	England	766067
Heron Educational Limited	England	2182323

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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

ORIGINAL CHARGOR	JURISDICTION OF INCORPORATION	REGISTRATION NUMBER
Kitbag com Limited	England	3521925
Kitbag Sports Limited	England	3725039
Living and Learning Limited	England	4827438
NES Arnold Limited	England	2379680
Nottingham Group Limited	England	3486461
Philip Harris Limited	England	3019437
Unilab Holdings Limited	England	622682
Unilab Limited	England	2462085
Findel Education Group Limited	England	2445588
Kleeneze Ireland Limited	Republic of Ireland	IR215390
Fine Art Developments (Far East) Limited	Hong Kong	104780

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SCHEDULE 2

LENDERS

Allied Irish Banks plc

Bank of Scotland PLC

Barclays Bank PLC

HSBC Bank plc

Lloyds TSB Bank plc

National Australia Bank Limited ABN 12 004 044 937

The Royal Bank of Scotland plc

National Westminster Bank Plc

Clydesdale Bank PLC



# MG01

## Particulars of a mortgage or charge

**7****Particulars as to commission, allowance or discount (if any)**

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

subscribing or agreeing to subscribe whether absolutely or conditionally or

procuring or agreeing to procure subscriptions whether absolute or conditional

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

**8****Delivery of instrument**

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 866)

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 870) 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)

**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 registration of the charge

**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 BENM/0012018-0002159

Company name ALLEN & OVERY LLP

Address 40 BANK STREET

CANARY WHARF

Post to LONDON

Country/Region

Postcode E 1 4 5 D U

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)**



**FILE COPY**

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

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

**COMPANY NO NI95  
CHARGE NO 4**

**THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND  
HEREBY CERTIFIES THAT A DEED OF ACCESSION TO  
SECURITY AGREEMENT DATED 16 JULY 2010 AND CREATED  
BY EDUCATIONAL COMPANY, LIMITED - THE FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM EACH  
OBLIGORS TO ANY FINANCE 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 29 JULY 2010**

**GIVEN AT COMPANIES HOUSE, BELFAST THE 5 AUGUST 2010**



*Companies House*  
— for the record —



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

