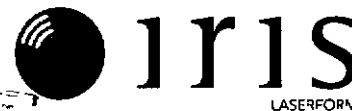


MG01

Particulars of a mortgage or charge

224945/247 (x19)



**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

X **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

FRIDAY



ATJ11MBL  
A17 06/08/2010 281  
COMPANIES HOUSE

**1 Company details**

Company number N I 0 0 0 0 9 5

Company name in full THE EDUCATIONAL COMPANY LIMITED (the **Chargor**)

Filing 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 d2 d8 m0 m7 y2 y0 y1 y0

**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 supplemental security agreement dated 28 July 2010 between the Chargor  
and Barclays Bank PLC as agent and trustee for the Secured Creditors (as  
defined below) and itself (the **Security Agent**) (the **Supplemental Security  
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

**MG01**

Particulars of a mortgage or charge

**5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

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

Name BARCLAYS BANK PLC

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 attached

# MG01

## Particulars of a mortgage or charge

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### 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 + Cvery Ltd

5/8/10 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 SSWS/0012018-0002159

Company name ALLEN & OVERY LLP

Address 40 BANK STREET

CANARY WHARF

Post town LONDON

Country Reg UNITED KINGDOM

Postcode E 1 4 5 D U

Country

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)

# MG01 – continuation page

## Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 30px; margin: 0 auto;">6</div>	<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 SECURITY</b></p> <p>(a) All the Security</p> <p style="margin-left: 40px;">(i) is created in favour of the Security Agent</p> <p style="margin-left: 40px;">(ii) is security for the payment discharge and performance of all the Secured Liabilities</p> <p style="margin-left: 40px;">(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(b) If the Chargor assigns an agreement under the Supplemental Security Deed and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained</p> <p style="margin-left: 40px;">(i) the Chargor must notify the Security Agent immediately</p> <p style="margin-left: 40px;">(ii) the assignment or charge will not take effect until that consent is obtained</p> <p style="margin-left: 40px;">(iii) unless the Security Agent otherwise requires the Chargor must use all reasonable endeavours to obtain the consent as soon as practicable and</p> <p style="margin-left: 40px;">(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 Supplemental Security 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 Supplemental Security Deed does not affect the validity or enforceability of the Security</p> <p>(e) The Chargor has assigned absolutely subject to a proviso for reassignment on redemption all of its rights in respect of the £1 028 000 inter group loan agreement dated 28 July 2010 between Findel Education Limited (as borrower) and the Chargor (as lender)</p> <p><b>2 IN THIS FORM MG01</b></p> <p><b>Agreement</b> means any of the Existing Facility Agreement the New Super Senior Credit Agreement the New Revolving Credit Agreement and the Ancillary Facility Agreements</p> <p><b>AL Facility</b> means each ancillary facility entered into by an Obligor details of which are set out in the Intercreditor Agreement</p> <p><b>Bank Debt</b> has the meaning given to it in the Intercreditor Agreement</p> <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>Existing Facility Agreement</b> means the £250 000 000 revolving credit facility agreement dated 3 September 2007 and made between among others the Parent the Chargor and</p>	

# 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

Barclays Bank PLC as facility agent and Security Agent (as amended and/or amended and restated from time to time)

**Finance Document** means

- (a) each document documenting an AL Facility
- (b) each New RCF Facilities Agreement
- (c) the Existing Facility Agreement
- (d) a Security Document or
- (e) any other document designated as a Finance Document in any of the documents referred to in paragraphs (a) to (d) above

**Finance Party** means a Lender the Security Agent or any other person designated as a Finance Party in any Finance Document

**Findel Education Pension Scheme** 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

**Findel Group Pension Fund** 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

**Galt Group Employees Pension Scheme** 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

**Galt Trustees** means John Bolton Sue Evans and Ivan Bolton as sole trustees of the Galt Group Employees Pension Scheme

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

**Guarantee** means each guarantee granted by an Obligor in respect of any Bank Debt or PS Debt

**Intercreditor Agreement** means the intercreditor agreement dated 24 July 2009 and made between among others the Parent the Chargor 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 each lender under and as defined in each Agreement

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

**New Revolving Credit Agreement** means the £77 300 000 revolving credit facility agreement

# 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

dated 24 July 2009 between among others the Parent the Chargor 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 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

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

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

**P&T Trustees** means Ian Horsfield Alan Waite and SBJ Professional Trustees Limited as sole trustees of the Philip & Tacey Retirement Benefits Plan (1974)

**Parent** means Findel PLC (registered number 549034) with its registered office at Church Bridge House Henry Street Church Accrington Lancashire BB5 4EH

**Pension Trustees** means the Group Trustees the Education Trustees the Galt Trustees or the P&T Trustees

**Philip & Tacey Retirement Benefits Plan (1974)** means the pension scheme known as the Philip & 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

**Secured Creditor** means a Finance Party or a Pension Trustee

**Security** means any security created by the Supplemental Security 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 in respect of any Bank Debt or PS Debt (other than any Webb Security Document) and
- (b) any document under which a Guarantee is given

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

**Webb Security Document** means each security agreement granted by Webb Group Limited or any of its Subsidiaries in respect of any Bank Debt







**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 5**

**THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND  
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY  
AGREEMENT DATED 28 JULY 2010 AND CREATED BY  
EDUCATIONAL COMPANY, LIMITED - THE FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
BARCLAYS BANK PLC WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 6  
AUGUST 2010**

**GIVEN AT COMPANIES HOUSE, BELFAST THE 17 AUGUST 2010**



*Companies House*  
— for the record —



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

