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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 10-Q**

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(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended August 31, 2019

**OR**

☐ **TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_.

Commission file number: 000-04957

**EDUCATIONAL DEVELOPMENT CORPORATION**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**73-0750007**

(I.R.S. Employer  
Identification No.)

**5402 South 122<sup>nd</sup> East Ave, Tulsa, Oklahoma**

(Address of principal executive offices)

**74146**

(Zip Code)

Registrant's telephone number, including area code **(918) 622-4522**

Securities registered pursuant to Section 12(b) of the Act:

**Common Stock, \$.20 par value**

(Title of class)

**EDUC**

(Trading symbol)

**NASDAQ**

(Name of each exchange on which registered)

Indicate by check mark whether the registrant (1) has filed all reports to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 229.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer", "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐

Accelerated filer ☐

Non-accelerated filer ☒

Smaller reporting company ☒

Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of October 8, 2019, there were 8,467,379 shares of Educational Development Corporation Common Stock, \$0.20 par value outstanding.

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## CAUTIONARY REMARKS REGARDING FORWARD-LOOKING STATEMENTS

The information discussed in this Quarterly Report on Form 10-Q includes “forward-looking statements.” These forward-looking statements are identified by their use of terms and phrases such as “may,” “expect,” “estimate,” “project,” “plan,” “believe,” “intend,” “achievable,” “anticipate,” “continue,” “potential,” “should,” “could,” and similar terms and phrases. Although we believe that the expectations reflected in these forward-looking statements are reasonable, they do involve certain assumptions, risks and uncertainties, and we can give no assurance that such expectations or assumptions will be achieved. Important factors that could cause actual results to differ materially from those in the forward-looking statements are described under “*Item 7 – Management’s Discussion and Analysis of Financial Condition and Results of Operations*” in our Annual Report on Form 10-K for the year ended February 28, 2019 and in this quarterly report. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements in this paragraph and elsewhere in this Quarterly Report on Form 10-Q and speak only as of the date of this Quarterly Report on Form 10-Q. Other than as required under the securities laws, we do not assume a duty to update these forward-looking statements, whether as a result of new information, subsequent events or circumstances, changes in expectations or otherwise.

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**PART I. FINANCIAL INFORMATION**
**Item 1. FINANCIAL STATEMENTS**
**EDUCATIONAL DEVELOPMENT CORPORATION  
CONDENSED BALANCE SHEETS (UNAUDITED)**

	August 31, 2019	February 28, 2019
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 966,800	\$ 3,199,300
Accounts receivable, less allowance for doubtful accounts of \$311,700 (August 31) and \$268,600 (February 28)	3,498,700	3,258,800
Inventories - Net	35,619,700	33,445,600
Prepaid expenses and other assets	1,008,400	1,603,500
Total current assets	41,093,600	41,507,200
INVENTORIES - Net	658,600	575,000
PROPERTY, PLANT AND EQUIPMENT - Net	26,714,500	27,164,600
OTHER ASSETS	70,000	19,500
<b>TOTAL ASSETS</b>	<b>\$ 68,536,700</b>	<b>\$ 69,266,300</b>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 13,180,700	\$ 14,228,600
Line of credit	1,056,100	-
Deferred revenues	751,900	965,600
Current maturities of long-term debt	927,200	945,900
Accrued salaries and commissions	1,751,500	2,039,000
Income taxes payable	1,070,400	756,400
Dividends payable	422,300	410,100
Other current liabilities	2,538,600	4,177,900
Total current liabilities	21,698,700	23,523,500
LONG-TERM DEBT - Net of current maturities	18,377,300	18,830,700
DEFERRED INCOME TAXES - Net	1,000,200	872,600
OTHER LONG-TERM LIABILITIES	146,100	109,000
Total liabilities	41,222,300	43,335,800
<b>SHAREHOLDERS' EQUITY</b>		
Common stock, \$0.20 par value; Authorized 16,000,000 shares; Issued 12,400,080 (August 31) and 12,092,080 (February 28) shares; Outstanding 8,447,898 (August 31) and 8,195,082 (February 28) shares	2,480,000	2,418,400
Capital in excess of par value	9,368,100	8,975,100
Retained earnings	27,294,900	25,754,900
	39,143,000	37,148,400
Less treasury stock, at cost	(11,828,600)	(11,217,900)
Total shareholders' equity	27,314,400	25,930,500
<b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>	<b>\$ 68,536,700</b>	<b>\$ 69,266,300</b>

See notes to financial statements.

**EDUCATIONAL DEVELOPMENT CORPORATION**  
**CONDENSED STATEMENTS OF EARNINGS (UNAUDITED)**

	<b>Three Months Ended August 31,</b>		<b>Six Months Ended August 31,</b>	
	<b>2019</b>	<b>2018</b>	<b>2019</b>	<b>2018</b>
GROSS SALES	\$ 32,541,700	\$ 33,013,600	\$ 69,015,400	\$ 72,088,400
Less discounts and allowances	(10,241,000)	(10,444,700)	(21,572,400)	(22,346,100)
Transportation revenue	2,137,300	2,112,100	4,582,400	4,961,000
NET REVENUES	24,438,000	24,681,000	52,025,400	54,703,300
COST OF GOODS SOLD	8,046,400	8,462,700	17,102,600	18,132,400
Gross margin	16,391,600	16,218,300	34,922,800	36,570,900
OPERATING EXPENSES				
Operating and selling	4,192,500	3,261,600	8,576,400	8,013,800
Sales commissions	7,263,100	7,313,000	15,796,100	16,686,100
General and administrative	3,717,600	3,738,400	7,655,800	7,630,900
Total operating expenses	15,173,200	14,313,000	32,028,300	32,330,800
INTEREST EXPENSE	242,500	270,000	474,500	483,400
OTHER INCOME	(390,800)	(400,300)	(793,200)	(774,700)
EARNINGS BEFORE INCOME TAXES	1,366,700	2,035,600	3,213,200	4,531,400
INCOME TAXES	359,100	544,900	842,000	1,224,100
NET EARNINGS	\$ 1,007,600	\$ 1,490,700	\$ 2,371,200	\$ 3,307,300
BASIC AND DILUTED EARNINGS PER SHARE				
Basic	\$ 0.12	\$ 0.18	\$ 0.29	\$ 0.40
Diluted	\$ 0.12	\$ 0.18	\$ 0.29	\$ 0.40
WEIGHTED AVERAGE NUMBER OF COMMON AND EQUIVALENT SHARES OUTSTANDING				
Basic	8,312,648	8,185,419	8,248,460	8,181,305
Diluted	8,318,790	8,192,833	8,254,926	8,188,920
Dividends per share	\$ 0.05	\$ -	\$ 0.10	\$ 0.05

See notes to financial statements.

**EDUCATIONAL DEVELOPMENT CORPORATION**  
**CONDENSED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY (UNAUDITED)**  
**FOR THE SIX MONTHS ENDED AUGUST 31, 2019**

	Common Stock (par value \$0.20 per share)		Capital in Excess of Par Value	Retained Earnings	Treasury Stock		Shareholders' Equity
	Number of Shares Issued	Amount			Number of Shares	Amount	
BALANCE - February 28, 2019	12,092,080	\$ 2,418,400	\$ 8,975,100	\$ 25,754,900	3,896,998	\$ (11,217,900)	\$ 25,930,500
Purchases of treasury stock	-	-	-	-	36,959	(302,500)	(302,500)
Sales of treasury stock	-	-	68,100	-	(19,171)	54,300	122,400
Dividends declared (\$0.05/share)	-	-	-	(408,900)	-	-	(408,900)
Share-based compensation expense (see Note 6)	-	-	166,300	-	-	-	166,300
Net earnings	-	-	-	1,363,600	-	-	1,363,600
BALANCE - May 31, 2019	12,092,080	2,418,400	9,209,500	26,709,600	3,914,786	(11,466,100)	26,871,400
Purchases of treasury stock	-	-	-	-	60,357	(417,100)	(417,100)
Sales of treasury stock	-	-	54,000	-	(22,961)	54,600	108,600
Dividends declared (\$0.05/share)	-	-	-	(422,300)	-	-	(422,300)
Share-based compensation expense (see Note 6)	-	-	166,200	-	-	-	166,200
Issuance of restricted share awards for vesting	308,000	61,600	(61,600)	-	-	-	-
Net earnings	-	-	-	1,007,600	-	-	1,007,600
BALANCE - August 31, 2019	<u>12,400,080</u>	<u>\$ 2,480,000</u>	<u>\$ 9,368,100</u>	<u>\$ 27,294,900</u>	<u>3,952,182</u>	<u>\$ (11,828,600)</u>	<u>\$ 27,314,400</u>

**FOR THE SIX MONTHS ENDED AUGUST 31, 2018**

	Common Stock (par value \$0.20 per share)		Capital in Excess of Par Value	Retained Earnings	Treasury Stock		Shareholders' Equity
	Number of Shares Issued	Amount			Number of Shares	Amount	
BALANCE - February 28, 2018	12,092,080	\$ 2,418,400	\$ 8,573,300	\$ 20,714,500	3,912,468	\$ (11,304,100)	\$ 20,402,100
Purchases of treasury stock	-	-	-	-	2,846	(29,600)	(29,600)
Sales of treasury stock	-	-	-	-	(3,302)	25,100	25,100
Dividends declared (\$0.05/share)	-	-	-	(409,000)	-	-	(409,000)
Net earnings	-	-	-	1,816,600	-	-	1,816,600
BALANCE - May 31, 2018	12,092,080	2,418,400	8,573,300	22,122,100	3,912,012	(11,308,600)	21,805,200
Exercise of options	-	-	-	-	(9,634)	77,200	77,200
Share-based compensation expense (see Note 6)	-	-	70,000	-	-	-	70,000
Net earnings	-	-	-	1,490,700	-	-	1,490,700
BALANCE - August 31, 2018	<u>12,092,080</u>	<u>\$ 2,418,400</u>	<u>\$ 8,643,300</u>	<u>\$ 23,612,800</u>	<u>3,902,378</u>	<u>\$ (11,231,400)</u>	<u>\$ 23,443,100</u>

See notes to financial statements.

**EDUCATIONAL DEVELOPMENT CORPORATION**  
**CONDENSED STATEMENTS OF CASH FLOWS (UNAUDITED)**  
**FOR THE SIX MONTHS ENDED AUGUST 31,**

	<u>2019</u>	<u>2018</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net earnings	\$ 2,371,200	\$ 3,307,300
Adjustments to reconcile net earnings to net cash used in operating activities:		
Depreciation	684,800	717,600
Deferred income taxes, net	127,600	251,100
Provision for doubtful accounts	63,200	17,200
Provision for inventory valuation allowance	129,900	176,300
Share-based compensation expense	332,500	70,000
Changes in assets and liabilities:		
Accounts receivable	(303,100)	(264,800)
Inventories	(2,387,600)	(7,216,400)
Prepaid expenses and other assets	544,600	(35,800)
Accounts payable	(1,047,900)	2,767,400
Accrued salaries and commissions, and other liabilities	(1,889,700)	(1,276,400)
Deferred revenues	(213,700)	(234,800)
Income taxes payable	314,000	(632,400)
Total adjustments	(3,645,400)	(5,661,000)
Net cash used in operating activities	(1,274,200)	(2,353,700)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of property, plant and equipment	(234,700)	(1,331,800)
Net cash used in investing activities	(234,700)	(1,331,800)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Payments on long-term debt	(472,100)	(467,200)
Cash received from sale of treasury stock	231,000	102,300
Cash used to purchase treasury stock	(719,600)	(29,600)
Net borrowings under line of credit	1,056,100	2,598,700
Dividends paid	(819,000)	(409,000)
Net cash (used in) provided by financing activities	(723,600)	1,795,200
<b>NET DECREASE IN CASH AND CASH EQUIVALENTS</b>	(2,232,500)	(1,890,300)
<b>CASH AND CASH EQUIVALENTS - BEGINNING OF PERIOD</b>	3,199,300	2,723,300
<b>CASH AND CASH EQUIVALENTS - END OF PERIOD</b>	<u>\$ 966,800</u>	<u>\$ 833,000</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOWS INFORMATION</b>		
Cash paid for interest	\$ 465,900	\$ 454,800
Cash paid for income taxes	\$ 448,600	\$ 1,596,100
<b>NON-CASH TRANSACTIONS</b>		
Accrued capital expenditures	\$ -	\$ -

See notes to financial statements.

## NOTES TO CONDENSED FINANCIAL STATEMENTS (UNAUDITED)

### Note 1 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### ***Basis of Presentation***

The accompanying Unaudited Condensed Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States (“GAAP”) for interim condensed financial information and in accordance with the rules and regulations of the Securities and Exchange Commission. The Unaudited Condensed Financial Statements include all adjustments considered necessary for a fair presentation of the financial position and results of operations for the interim periods presented. Such adjustments consist only of normal recurring items, unless otherwise disclosed herein. Accordingly, the Unaudited Condensed Financial Statements do not include all of the information and notes required by GAAP for complete financial statements. However, we believe that the disclosures made are adequate to make the information not misleading. These interim Unaudited Condensed Financial Statements should be read in conjunction with our audited financial statements as of and for the year ended February 28, 2019 included in our Form 10-K. The results of operations for interim periods are not necessarily indicative of the results to be expected for a full year due to the seasonality of our product sales.

On July 24, 2018, our Board of Directors authorized a two-for-one stock split in the form of a stock dividend. The stock dividend was distributed on August 22, 2018 to shareholders of record as of August 14, 2018. All share-based data, including the number of shares outstanding and per share amounts, have been retroactively adjusted to reflect the stock split for all periods presented.

#### ***Use of Estimates in the Preparation of Financial Statements***

The preparation of the Unaudited Condensed Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in these financial statements and accompanying notes. Actual results could differ from those estimates.

#### ***Significant Accounting Policies***

Our significant accounting policies, other than the adoption of new accounting pronouncements separately documented below, are consistent with those disclosed in Note 1 to our audited financial statements as of and for the year ended February 28, 2019 included in our Form 10-K.

#### ***New Accounting Pronouncements***

The Financial Accounting Standards Board (“FASB”) periodically issues new accounting standards in a continuing effort to improve standards of financial accounting and reporting. We have reviewed the recently issued accounting standards updates (“ASU”) and concluded that the following recently issued accounting standards apply to us:

In February 2016, FASB issued ASU 2016-02, Leases (Topic 842). In addition, in July 2018, the FASB issued ASU 2018-10, Codification Improvements to Topic 842, Leases and ASU 2018-11, Leases (Topic 842), Targeted Improvements, which provide an additional (and optional) transition method whereby the new lease standard is applied at the adoption date and recognized as an adjustment to retained earnings. This ASU requires lessees to recognize a right of use asset and lease liability on the balance sheet for all leases, with the exception of short-term leases. The new accounting model for lessors remains largely unchanged, although some changes have been made to align it with the new lessee model and the new revenue recognition guidance. This update also requires companies to include additional disclosures regarding their lessee and lessor agreements. We adopted this standard on March 1, 2019, and it did not have a material impact on our condensed financial position, results of operations or cash flows. Adoption of this ASU resulted in an increase in our assets and liabilities by approximately \$52,900 due to the recognition of right of use assets and lease liabilities. See Note 3 – Leases for our lease disclosures.

In June 2016, FASB issued ASU No. 2016-13 “Financial Instruments—Credit Losses”, which requires a financial asset (or a group of financial assets) measured at amortized cost basis to be presented at the net amount expected to be collected. The new standard is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. The Company adopted ASU No. 2016-13 in the first quarter of fiscal 2020. The adoption of this ASU did not have a material impact on the Company’s condensed financial position, results of operations or cash flows.

In August 2018, the FASB issued ASU No. 2018-13, Fair Value Measurement (Topic 820). The new guidance modifies disclosure requirements related to fair value measurement. The amendments in this ASU are effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. Implementation on a prospective or retrospective basis varies by specific disclosure requirement. The Company adopted ASU No. 2018-13 in the first quarter of fiscal 2020. The adoption of this ASU did not have a material impact on the Company's condensed financial position, results of operations or cash flows.

## Note 2 – INVENTORIES

Inventories consist of the following:

	2019	
	August 31,	February 28,
Current:		
Book inventory	\$ 35,819,300	\$ 33,494,200
Inventory valuation allowance	(199,600)	(48,600)
Inventories net - current	<u>\$ 35,619,700</u>	<u>\$ 33,445,600</u>
Noncurrent:		
Book inventory	\$ 936,900	\$ 904,400
Inventory valuation allowance	(278,300)	(329,400)
Inventories net - noncurrent	<u>\$ 658,600</u>	<u>\$ 575,000</u>

Book inventory quantities in excess of what we expect will be sold within the normal operating cycle, based on 2.5 years of anticipated sales, are included in non-current inventory.

Significant portions of our inventory purchases are concentrated with an England-based publishing company, Usborne Publishing, Ltd. ("Usborne"). Purchases from this company were approximately \$6.0 million and \$7.9 million for the three months ended August 31, 2019 and 2018, respectively. Total inventory purchases from all suppliers were \$8.0 million and \$10.6 million for the three months ended August 31, 2019 and 2018, respectively.

Purchases from Usborne were approximately \$11.9 million and \$15.5 million for the six months ended August 31, 2019 and 2018, respectively. Total inventory purchases from all suppliers were \$17.2 million and \$21.6 million for the six months ended August 31, 2019 and 2018, respectively.

## Note 3 – LEASES

As of March 1, 2019, we adopted ASU 2016-02, Leases (Topic 842) using the modified retrospective method of adoption. We elected to use the transition option that allows us to initially apply the new lease standard at the adoption date and recognize a cumulative-effect adjustment (if any) to the opening balance of retained earnings in the year of adoption. Comparable periods continue to be presented under the guidance of the previous standard, ASC 840. ASC 842 requires lessees to recognize a lease liability and right-of-use asset on the balance sheet for operating leases. For lessors, the new accounting model remains largely the same, although some changes have been made to align it with the new lessee model and the new revenue recognition guidance, ASC 606, Revenue from Contracts with Customers. Our adoption of ASC 842 did not result in any adjustments to retained earnings.

We have both lessee and lessor arrangements. Our leases are evaluated at inception or at any subsequent modification. Depending on the terms, leases are classified as either operating or finance leases if we are the lessee, or as operating, sales-type or direct financing leases if we are the lessor, as appropriate under ASC 842. Our lessee arrangement includes a rental agreement where we have exclusive use of dedicated office space in San Diego, California, and qualifies as an operating lease. Our lessor arrangements include two rental agreements for warehouse and office space in Tulsa, Oklahoma, and both qualify as operating leases under ASC 842.



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In accordance with ASC 842, we have made an accounting policy election to not apply the new standard to lessee arrangements with a term of one year or less and no purchase option that is reasonably certain of exercise. We will continue to account for these short-term arrangements by recognizing payments and expenses as incurred, without recording a lease liability and right-of-use asset.

We have also made an accounting policy election for both our lessee and lessor arrangements to combine lease and non-lease components. This election is applied to all of our lease arrangements as our non-lease components are not material and do not result in significant timing differences in the recognition of rental expenses or income.

In addition, the Company elected the package of practical expedients upon adoption which permits the Company to not reassess under the new standard the Company's prior conclusions about lease identification, lease classification and initial direct costs.

#### *Operating Leases – Lessee*

We recognize a lease liability, reported in other liabilities on the condensed balance sheets, for each lease based on the present value of remaining minimum fixed rental payments (which includes payments under any renewal option that we are reasonably certain to exercise), using a discount rate that approximates the rate of interest we would have to pay to borrow on a collateralized basis over a similar term. We also recognize a right-of-use asset, reported in other assets on the condensed balance sheets, for each lease, valued at the lease liability, adjusted for prepaid or accrued rent balances existing at the time of initial recognition. The lease liability and right-of-use asset are reduced over the term of the lease as payments are made and the assets are used.

Minimum fixed rental payments are recognized on a straight-line basis over the life of the lease as costs and expenses on our condensed statements of earnings. Variable and short-term rental payments are recognized as costs and expenses as they are incurred. Future minimum rental payments under operating leases with initial terms greater than one year as of August 31, 2019, are as follows:

<b>Year ending February 28 (29),</b>		
2020	\$	6,400
2021		13,200
2022		13,700
2023		14,200
2024		8,400
Total future minimum rental payments		55,900
Present value discount		(5,500)
Total operating lease liability	\$	50,400

The following table provides further information about our operating leases as of and for the six months ended August 31, 2019:

Current lease liability	\$	13,400
Long-term lease liability	\$	37,100
Right-of-use asset	\$	50,400
Fixed lease cost	\$	6,200
Operating cash flows – operating lease	\$	6,200
Remaining lease term (months)		49
Discount rate		4.60%

Operating lease expense was \$9,100 for six months ended August 31, 2018 and was recognized in accordance with ASC 840.

#### *Operating Leases – Lessor*

We recognize fixed rental income on a straight-line basis over the life of the lease as revenue on our condensed statements of earnings. Variable rental payments are recognized as revenue in the period in which the changes in facts and circumstances on which the variable lease payments are based occur.

Future minimum payments receivable under operating leases with terms greater than one year are estimated as follows:

Year ending February 28 (29),		
2020	\$	695,900
2021		1,414,300
2022		1,441,900
2023		1,470,000
2024		1,471,700
Thereafter		10,806,500
Total	\$	<u>17,300,300</u>

The cost of the leased space was approximately \$10,359,900 as of August 31, 2019 and February 28, 2019. The accumulated depreciation associated with the leased assets was \$1,413,800 and \$1,233,400 as of August 31, 2019 and February 28, 2019, respectively. Both the leased assets and accumulated depreciation are included in property, plant and equipment-net on the condensed balance sheets.

#### Note 4 – DEBT

Debt consists of the following:

	2019	
	August 31,	February 28,
Line of credit	\$ <u>1,056,100</u>	\$ <u>-</u>
Long-term debt	\$ 19,304,500	\$ 19,776,600
Less current maturities	(927,200)	(945,900)
Long-term debt, net of current maturities	\$ <u>18,377,300</u>	\$ <u>18,830,700</u>

We have a Loan Agreement dated as of March 10, 2016 (as amended the “Loan Agreement”) with MidFirst Bank (“the Bank”) which includes multiple loans. Term Loan #1 is comprised of Tranche A totaling \$11.7 million and Tranche B totaling \$4.4 million as of August 31, 2019, both with the maturity date of December 1, 2025. Tranche A has a fixed interest rate of 4.23% and interest is payable monthly. For Tranche B, interest is payable monthly at the bank adjusted LIBOR Index plus a tiered pricing rate based on the Company’s Adjusted Funded Debt to EBITDA Ratio (4.42% at August 31, 2019). Term Loan #1 is secured by the primary office, warehouse and land.

We also have Term Loan #2 with the Bank totaling \$3.2 million as of August 31, 2019, with the maturity date of June 28, 2021, and interest payable monthly at the bank adjusted LIBOR Index plus a tiered pricing rate based on the Company’s Adjusted Funded Debt to EBITDA Ratio (4.42% at August 31, 2019). Term Loan #2 is secured by our secondary warehouse and land. The Loan Agreement also provided a \$15.0 million revolving loan (“line of credit”) through August 15, 2020 with interest payable monthly at the bank adjusted LIBOR Index plus a tiered pricing rate based on the Company’s Adjusted Funded Debt to EBITDA Ratio (4.42% at August 31, 2019).

Tranche B of Term Loan #1, Term Loan #2 and the line of credit accrue interest at a tiered rate based on our Adjusted Funded Debt to EBITDA Ratio, which is payable monthly. The variable interest pricing tier is as follows:

Pricing Tier	Adjusted Funded Debt to EBITDA Ratio	LIBOR Margin (bps)
I	>2.00	300.00
II	>1.50 but ≤2.00	275.00
III	>1.00 but ≤1.50	250.00
IV	≤1.00	225.00

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Adjusted Funded Debt is defined as all long-term and short-term bank debt less the outstanding balances of Tranche A and Tranche B Term Loans. EBITDA is defined in the Loan Agreement as earnings before interest expense, income tax expense (benefit) and depreciation and amortization expenses, reduced by rental income. The \$15.0 million line of credit is limited to advance rates on eligible receivables and eligible inventory levels.

We had \$1,056,100 and no borrowings outstanding on our revolving credit agreement at August 31, 2019 and February 28, 2019, respectively. Available credit under the revolving credit agreement was \$11,709,600 and \$12,439,300 at August 31, 2019 and February 28, 2019, respectively.

On June 15, 2018, the Company executed the Eighth Amendment Loan Agreement with the Bank related to our Loan Agreement. The amendment modified the Loan Agreement, extending the termination date until August 15, 2019, reduced the interest rate pricing grid for all floating rate borrowings covered by the Loan Agreement, established a new \$3,000,000 advancing term loan to be used for capital expansions to increase daily shipping capacity, released the personal Guaranty of Randall W. White and Carol White, along with other covenant restrictions being lessened. The amendment also included an adjustment to the Adjusted Funded Debt to EBITDA ratio for covenant compliance.

On February 7, 2019, the Company executed the Ninth Amendment Loan Agreement with the Bank related to our Loan Agreement. The amendment modified the Loan Agreement, removing the covenant prohibiting the Company from repurchasing its shares, subject to certain conditions.

On August 15, 2019, the Company executed the Tenth Amendment Loan Agreement with the Bank related to our Loan Agreement. The amendment modified the Loan Agreement, extending the termination date of the line of credit to August 15, 2020, amends the definition of LIBOR Margin, reduces the frequency of reports to the Lender, amends the Adjusted Funded Debt to EBITDA Ratio and amends the Compliance and Borrowing Base Certificates.

The Loan Agreement also contains a provision for our use of the Bank's letters of credit. The Bank agrees to issue or obtain issuance of commercial or stand-by letters of credit provided that no letters of credit will have an expiry date later than August 15, 2020, and that the sum of the line of credit plus the letters of credit would not exceed the borrowing base in effect at the time. As of August 31, 2019, we had no letters of credit outstanding.

The Loan Agreement also contains provisions that require us to maintain specified financial ratios; restricts transactions with related parties; prohibits mergers or consolidation; disallows additional debt; and limits the amount of investments, capital expenditures and leasing transactions we can make on a quarterly basis. Additionally, the Loan Agreement places limitations on the amount of dividends that may be distributed and the total value of stock that can be repurchased.

The following table reflects aggregate future maturities of long-term debt during the next five fiscal years and thereafter as follows:

Year ending February 28 (29),		
2020	\$	471,700
2021		988,500
2022		1,038,100
2023		1,087,500
2024		1,139,400
Thereafter		14,579,300
Total	\$	<u>19,304,500</u>

## Note 5 – EARNINGS PER SHARE

Basic earnings per share ("EPS") is computed by dividing net earnings by the weighted average number of common shares outstanding during the period. Diluted EPS is based on the combined weighted average number of common shares outstanding and dilutive potential common shares issuable which include, where appropriate, the assumed exercise of options. In computing diluted EPS, we have utilized the treasury stock method. See Note 1 for additional information regarding the stock split that occurred in fiscal 2019.

The computation of weighted average common and common equivalent shares used in the calculation of basic and diluted EPS is shown below.

	Three Months Ended August 31,		Six Months Ended August 31,	
	2019	2018	2019	2018
<b>Earnings per share:</b>				
Net earnings applicable to common shareholders	\$ 1,007,600	\$ 1,490,700	\$ 2,371,200	\$ 3,307,300
<b>Shares:</b>				
Weighted average shares outstanding-basic	8,312,648	8,185,419	8,248,460	8,181,305
Assumed exercise of options	6,142	7,414	6,466	7,615
Weighted average shares outstanding-diluted	8,318,790	8,192,833	8,254,926	8,188,920
<b>Diluted earnings per share:</b>				
Basic	\$ 0.12	\$ 0.18	\$ 0.29	\$ 0.40
Diluted	\$ 0.12	\$ 0.18	\$ 0.29	\$ 0.40

#### Note 6 – STOCK-BASED COMPENSATION

We account for stock-based compensation whereby share-based payment transactions with employees, such as stock options and restricted stock, are measured at estimated fair value at the date of grant. For awards subject to service conditions, compensation expense is recognized over the vesting period on a straight-line basis. Awards subject to performance conditions are attributed separately for each vesting tranche of the award and are recognized ratably from the service inception date to the vesting date for each tranche. Forfeitures are recognized when they occur.

The Company has outstanding stock options under the 2002 Employee Incentive Stock Option Plan totaling 10,000 shares. No options have been exercised in the three and six months ended August 31, 2019. All options outstanding at August 31, 2019 expire in December 2019.

In July 2018, our shareholders approved the Company's 2019 Long-Term Incentive Plan ("2019 LTI Plan"). The 2019 LTI Plan establishes up to 600,000 shares of restricted stock which can be granted to certain members of management based on exceeding specified net revenues and pre-tax performance metrics during fiscal years 2019, 2020 and 2021. Restricted shares granted under the 2019 LTI Plan "cliff vest" after five years.

The restricted share awards granted under the 2019 LTI Plan contain both service and performance conditions. The Company recognizes share compensation expense only for the portion of the restricted share awards that are considered probable of vesting. Shares are considered granted, and the service inception date begins, when a mutual understanding of the key terms and conditions between the Company and the employee have been established. The fair value of these awards is determined based on the closing price of the shares on the grant date. The probability of restricted share awards granted with future performance conditions is evaluated at each reporting period and compensation expense is adjusted based on the probability assessment.

For certain awards that provide discretion to adjust the allocation of the restricted shares, the service-inception date for such awards could precede the grant date as a mutual understanding of the key terms and conditions between the Company and the employee has not yet been established. For awards in which the service-inception date precedes the grant date, compensation cost is accrued beginning on the service-inception date. The Company estimates the award's fair value on each subsequent reporting date, until the grant date, based on the closing market price of the Company's common stock. On the grant date, the award's fair value is fixed, subject to the remaining performance conditions, and the cumulative amount of previously recognized compensation expense is adjusted to the fair value at the grant date.

During fiscal year 2019, the Company granted approximately 308,000 restricted shares under the 2019 LTI Plan with an average grant-date fair value of \$9.94 per share. During the second fiscal quarter of 2020, the Company recognized \$166,200 of compensation expense associated with the shares granted in fiscal year 2019. The Company recognized compensation expense totaling \$332,500 in the first six months of fiscal 2020. The remaining compensation expense for these awards, totaling approximately \$2,327,900, will be recognized ratably over the remaining vesting period of approximately 42 months.

A summary of compensation expense recognized in connection with restricted share awards follows:

	Three Months Ended August 31,		Six Months Ended August 31,	
	2019	2018	2019	2018
Share-based compensation expense	\$ 166,200	\$ 70,000	\$ 332,500	\$ 70,000

**Note 7 – SHIPPING AND HANDLING COSTS**

We classify shipping and handling costs as operating and selling expenses in the statements of earnings. Shipping and handling costs include postage, freight, handling costs, as well as, shipping materials and supplies. These costs were \$3,837,600 and \$3,259,900 for the three months ended August 31, 2019 and 2018, respectively. These costs were \$8,049,800 and \$7,658,900 for the six months ended August 31, 2019 and 2018, respectively.

**Note 8 – BUSINESS SEGMENTS**

We have two reportable segments: Publishing and Usborne Books & More (“UBAM”). These reportable segments are business units that offer different methods of distribution to different types of customers. They are managed separately based on the fundamental differences in their operations. Our Publishing segment markets its products to retail accounts, which include book, school supply, toy and gift stores and museums, through commissioned sales representatives, trade and specialty wholesalers and our internal tele-sales group. Our UBAM segment markets its products through a network of independent sales consultants using a combination of internet sales, direct sales, home shows and book fairs.

The accounting policies of the segments are the same as those of the rest of the Company. We evaluate segment performance based on earnings before income taxes of the segments, which is defined as segment net revenues reduced by cost of sales and direct expenses. Corporate expenses, depreciation, interest expense and income taxes are not allocated to the segments but are listed in the “Other” row below. Corporate expenses include the executive department, accounting department, information services department, general office management, warehouse operations and building facilities management. Our assets and liabilities are not allocated on a segment basis.

Information by reporting segment for the three and six-month periods ended August 31, 2019 and 2018, are as follows:

**NET REVENUES**

	Three Months Ended August 31,		Six Months Ended August 31,	
	2019	2018	2019	2018
Publishing	\$ 2,702,800	\$ 2,605,500	\$ 5,042,100	\$ 4,911,700
UBAM	21,735,200	22,075,500	46,983,300	49,791,600
Total	\$ 24,438,000	\$ 24,681,000	\$ 52,025,400	\$ 54,703,300

**EARNINGS (LOSS) BEFORE INCOME TAXES**

	Three Months Ended August 31,		Six Months Ended August 31,	
	2019	2018	2019	2018
Publishing	\$ 784,700	\$ 636,700	\$ 1,420,400	\$ 1,143,000
UBAM	3,488,300	4,277,100	7,857,300	9,376,100
Other	(2,906,300)	(2,878,200)	(6,064,500)	(5,987,700)
Total	\$ 1,366,700	\$ 2,035,600	\$ 3,213,200	\$ 4,531,400

Note 9 – FAIR VALUE MEASUREMENTS

The valuation hierarchy included in U.S. GAAP considers the transparency of inputs used to value assets and liabilities as of the measurement date. A financial instrument's classification within the valuation hierarchy is based on the lowest level of input that is significant to its fair value measurement. The three levels of the valuation hierarchy and the classification of our financial assets and liabilities within the hierarchy are as follows:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.

Level 2 - Observable inputs other than quoted prices included within Level 1 for the asset or liability, either directly or indirectly. If an asset or liability has a specified term, a Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Unobservable inputs for the asset or liability.

We do not report any assets or liabilities at fair value in the financial statements. However, the estimated fair value of our term notes payable is estimated by management to approximate \$19,490,200 and \$19,123,700 at August 31, 2019 and February 28, 2019, respectively. Management's estimates are based on the obligations' characteristics, including floating interest rate, maturity, and collateral. Such valuation inputs are considered a Level 2 measurement in the fair value valuation hierarchy.

Note 10 – DEFERRED REVENUES

The Company's UBAM division receives payments on orders in advance of shipment. Any payments received prior to the end of our fiscal quarter that were not shipped as of August 31, 2019 are recorded as deferred revenues on the condensed balance sheet. We received approximately \$751,900 at August 31, 2019 in payments for sales orders which were, or will be, shipped out subsequent to the quarter end. Orders that were included in deferred revenues predominantly shipped within the first few days of the next fiscal quarter.

Note 11 – SUBSEQUENT EVENTS

On October 8, 2019, our Board of Directors declared a distribution of \$0.05 per share of common stock. This cash distribution will be paid on or about December 5, 2019 to shareholders of record on November 14, 2019.

**Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**
**Factors Affecting Forward-Looking Statements**

The following discussion contains forward-looking statements that reflect our future plans, estimates, beliefs and expected performance. The forward-looking statements are dependent upon events, risks and uncertainties that may be outside our control. Our actual results could differ materially from those discussed in these forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, our success in recruiting and retaining new consultants, our ability to locate and procure desired books, our ability to ship the volume of orders that are received without creating backlogs, our ability to obtain adequate financing for working capital and capital expenditures, economic and competitive conditions, regulatory changes and other uncertainties, as well as those factors discussed below and elsewhere in our Annual Report on Form 10-K for the year ended February 28, 2019 and this Quarterly Report on Form 10-Q, all of which are difficult to predict. In light of these risks, uncertainties and assumptions, the forward-looking events discussed may or may not occur. See "Cautionary Remarks Regarding Forward-Looking Statements" in the front of this Quarterly Report on Form 10-Q.

**Overview**

We are the exclusive United States trade co-publisher of Usborne children's books and the owner of Kane Miller. We operate two separate segments; UBAM and Publishing, to sell our Usborne and Kane Miller children's books. These two segments each have their own customer base. The Publishing segment markets its products on a wholesale basis to various retail accounts. The UBAM segment markets its products through a network of independent sales consultants using a combination of home shows, internet party plan events and book fairs. All other supporting administrative activities are recognized as other expenses outside of our two segments. Other expenses consist primarily of the compensation of our office, warehouse and sales support staff as well as the cost of operating and maintaining our corporate office and distribution facility.

The following table shows our condensed statements of earnings data:

	Three Months Ended August 31,		Six Months Ended August 31,	
	2019	2018	2019	2018
Net revenues	\$ 24,438,000	\$ 24,681,000	\$ 52,025,400	\$ 54,703,300
Cost of goods sold	8,046,400	8,462,700	17,102,600	18,132,400
Gross margin	16,391,600	16,218,300	34,922,800	36,570,900
Operating expenses				
Operating and selling	4,192,500	3,261,600	8,576,400	8,013,800
Sales commissions	7,263,100	7,313,000	15,796,100	16,686,100
General and administrative	3,717,600	3,738,400	7,655,800	7,630,900
Total operating expenses	15,173,200	14,313,000	32,028,300	32,330,800
Interest expense	242,500	270,000	474,500	483,400
Other income	(390,800)	(400,300)	(793,200)	(774,700)
Earnings before income taxes	1,366,700	2,035,600	3,213,200	4,531,400
Income taxes	359,100	544,900	842,000	1,224,100
Net earnings	\$ 1,007,600	\$ 1,490,700	\$ 2,371,200	\$ 3,307,300

See the detailed discussion of revenues, costs of services, gross margin, general and administrative expenses by reportable segment below. The following is a discussion of significant changes in the non-segment related general and administrative expenses, other income and expenses and income taxes during the respective periods.

### Non-Segment Operating Results for the Three Months Ended August 31, 2019

*Total operating expenses* not associated with a reporting segment increased \$0.1 million, or 3.3%, to \$3.1 million for the three-month period ending August 31, 2019, compared to \$3.0 million for the same quarterly period a year ago. Our operating expenses increased approximately \$0.1 million due to the compensation expense associated with the Company's 2019 LTI Plan.

*Interest expense* decreased \$0.1 million to \$0.2 million for the three months ended August 31, 2019, when compared to \$0.3 million for the same quarterly period a year ago. Interest expense decreased \$0.1 million due to borrowings on the line of credit of \$1.1 million in the second quarter of fiscal 2020 as compared to \$2.6 million in the second quarter of fiscal 2019.

*Income taxes* decreased \$0.1 million to \$0.4 million for the three months ended August 31, 2019, from \$0.5 million for the same quarterly period a year ago. Our effective tax rate was 26.3% for the quarter ended August 31, 2019, and 26.8% for the quarter ended August 31, 2018. Our tax rates are higher than the federal statutory rate of 21% due to the inclusion of state income and franchise taxes.

### Non-Segment Operating Results for the Six Months Ended August 31, 2019

*Total operating expenses* not associated with a reporting segment increased \$0.1 million, or 1.6%, to \$6.4 million for the six-month period ending August 31, 2019, compared to \$6.3 million for the same period a year ago. The increase in operating expenses resulted primarily from \$0.3 million of compensation expense associated with the Company's 2019 LTI Plan offset by \$0.2 million of other reduced expenses.

*Interest expense* remained consistent at \$0.5 million for the six months ended August 31, 2019 and for the same period a year ago.

*Income taxes* decreased \$0.4 million to \$0.8 million for the six months ended August 31, 2019, from \$1.2 million for the same period a year ago. Our effective tax rate was 26.2% for the six months ended August 31, 2019, and 27.0% for the six months ended August 31, 2018. Our tax rates are higher than the federal statutory rate of 21% due to the inclusion of state income and franchise taxes.

### UBAM Operating Results for the Three and Six Months Ended August 31, 2019

The following table summarizes the operating results of the UBAM segment:

	Three Months Ended August 31,		Six Months Ended August 31,	
	2019	2018	2019	2018
Gross sales	\$ 26,815,500	\$ 27,484,400	\$ 58,244,300	\$ 61,643,000
Less discounts and allowances	(7,208,700)	(7,511,300)	(15,828,600)	(16,795,100)
Transportation revenue	2,128,400	2,102,400	4,567,600	4,943,700
Net revenues	21,735,200	22,075,500	46,983,300	49,791,600
Cost of goods sold	6,688,200	7,031,400	14,487,000	15,455,900
Gross margin	15,047,000	15,044,100	32,496,300	34,335,700
Operating expenses				
Operating and selling	3,448,300	2,517,000	7,091,300	6,466,300
Sales commissions	7,159,200	7,220,600	15,599,500	16,507,400
General and administrative	951,200	1,029,400	1,948,200	1,985,900
Total operating expenses	11,558,700	10,767,000	24,639,000	24,959,600
Operating income	\$ 3,488,300	\$ 4,277,100	\$ 7,857,300	\$ 9,376,100
Average number of active consultants	33,600	32,800	32,600	34,000



## **UBAM Operating Results for the Three Months Ended August 31, 2019**

UBAM net revenues decreased \$0.4 million, or 1.8%, to \$21.7 million during the three months ended August 31, 2019, as compared to \$22.1 million during the same period a year ago. The average number of active consultants in the second quarter of fiscal 2020 was 33,600, an increase of 800, or 2.4%, from 32,800 average active consultants selling in the second quarter of fiscal 2019. During our annual convention in late June this year, we announced a UBAM 30<sup>th</sup> Anniversary Recruiting Special which resulted in the signing of over 10,000 new active consultants during the five-week recruiting special. Although this recruiting special resulted in a large increase in the number of average active consultants selling during the second quarter of fiscal 2020, it can take several weeks for these new consultants to start experiencing success.

Gross margin remained consistent at \$15.0 million during the three-month period ending August 31, 2019, when compared to the same quarter a year ago. Gross margin, as a percentage of net revenues, increased 1.1% to 69.2% for the three-month period ending August 31, 2019 when compared to 68.1% the same period a year ago. The increase in gross margin as a percentage of net revenues was due to the change in mix of order types received during the quarter. This change in mix also resulted in higher sales commissions as a percent of net revenue during the quarter.

UBAM operating expenses consists of operating and selling expenses, sales commissions and general and administrative expenses. Operating and selling expenses primarily consists of freight expenses and materials and supplies. Sales commissions include amounts paid to consultants for new sales and promotions. These operating expenses are directly tied to the sales volumes of the UBAM segment. General and administrative expenses include payroll, outside services, inventory reserves and other expenses directly associated with the UBAM segment. Operating expenses increased \$0.8 million, or 7.4%, to \$11.6 million during the three-month period ending August 31, 2019, when compared to \$10.8 million reported in the same quarter a year ago. During the second quarter of fiscal 2019, the Company received a resort refund from less consultants choosing to attend the annual incentive trip than had earned it. Without this refund, operating and selling expenses as a percentage of net revenues would have been more comparable to the UBAM divisions historical operating and selling expenses as a percentage of net revenues. In addition, the Company incurred an increase in freight and postage primarily from a pricing increase in fiscal 2020 totaling approximately \$0.2 million for packages delivered through the United States Postal Service, a \$0.1 million increase in freight and postage associated with the UBAM 30<sup>th</sup> Anniversary Recruiting Special and \$0.1 million increase in other operating and selling costs. Sales commissions remained consistent at \$7.2 million period over period and as a percentage of net revenues between the periods. General and administrative expenses remained consistent at \$1.0 million during the three months ended August 31, 2019 and for the same period last year.

Operating income of the UBAM segment decreased \$0.8 million, or 18.6%, to \$3.5 million during the three-month period ending August 31, 2019 as compared to \$4.3 million from the same period a year ago. The decrease in operating income was primarily due to the change in operating and selling expenses as described above.

## **UBAM Operating Results for the Six Months Ended August 31, 2019**

UBAM net revenues decreased \$2.8 million, or 5.6%, to \$47.0 million during the six-month period ending August 31, 2019, as compared to \$49.8 million from the same period a year ago. The decrease in net revenues resulted from a decrease in the average number of active consultants of 1,400, or 4.1% to 32,600 during the first six months of fiscal year 2020 from 34,000 in the first six months of fiscal year 2019. During February 2018, the UBAM division offered a recruiting special that added 8,800 new active consultants during the month. This increase in selling consultants resulted in an increase in UBAM sales during the first three months of fiscal 2019 over the first quarter of fiscal 2020. During the second quarter of fiscal 2020, UBAM offered a 30<sup>th</sup> Anniversary Recruiting Special that added over 10,000 new recruits to the sales force over the five-week recruiting special and increased our consultant count to be more consistent with the prior year. Sales from these new recruits are expected to be more impactful during the last six months of the year.

Gross margin decreased \$1.8 million, or 5.2%, to \$32.5 million during the six-month period ending August 31, 2019, when compared to \$34.3 million during the same period a year ago, due primarily to a decrease in net revenues during the first quarter of fiscal 2020 when compared to fiscal 2019. Gross margin, as a percentage of net revenues, increased to 69.2% for the six-month period ending August 31, 2019 when compared to 69.0% for the same period a year ago. The increase in gross margin as a percentage of net revenues was due to a change in the mix of order types between the periods.

Operating expenses decreased \$0.4 million, or 1.6%, to \$24.6 million during the six month period ending August 31, 2019, when compared to \$25.0 million, for the six-month period ending August 31, 2018. The decrease in operating expenses was primarily due to a \$0.9 million decrease in sales commissions associated with the decrease in net revenues and a \$0.1 million decrease in various general and administrative expenses, offset by a \$0.6 million increase in operating and selling expenses. Operating and selling expenses increased primarily from a refund received related to the annual UBAM incentive trip received in the second quarter of fiscal 2019 and approximately \$0.2 million increase in freight and postage costs during the first six months ended August 31, 2019 due to pricing increases on packages delivered through the United States Postal Service.

Operating income of the UBAM segment decreased \$1.5 million, or 16.0%, to \$7.9 million during the six-month period ending August 31, 2019, when compared with \$9.4 million from the same period a year ago. The decrease in operating income was primarily due to a decrease in net revenues and an increase in operating and selling expenses as described above.

#### **Publishing Operating Results for the Three and Six Months Ended August 31, 2019**

The following table summarizes the operating results of the Publishing segment:

	<b>Three Months Ended August 31,</b>		<b>Six Months Ended August 31,</b>	
	<b>2019</b>	<b>2018</b>	<b>2019</b>	<b>2018</b>
Gross sales	\$ 5,726,200	\$ 5,529,200	\$ 10,771,100	\$ 10,445,400
Less discounts and allowances	(3,032,300)	(2,933,400)	(5,743,800)	(5,551,000)
Transportation revenue	8,900	9,700	14,800	17,300
Net revenues	2,702,800	2,605,500	5,042,100	4,911,700
Cost of goods sold	1,358,200	1,431,300	2,615,600	2,676,500
Gross margin	1,344,600	1,174,200	2,426,500	2,235,200
Total operating expenses	559,900	537,500	1,006,100	1,092,200
Operating income	\$ 784,700	\$ 636,700	\$ 1,420,400	\$ 1,143,000

#### **Publishing Operating Results for the Three Months Ended August 31, 2019**

Our Publishing division's net revenues increased \$0.1 million, or 3.8%, to \$2.7 million during the three-month period ending August 31, 2019, from \$2.6 million reported in the same period a year ago. This increase is due to an increase in sales to existing retail customers, specifically in the Toy and Gift store classifications.

Gross margin increased \$0.1 million, or 8.3%, to \$1.3 million during the three-month period ending August 31, 2019, from \$1.2 million reported in the same quarter a year ago. This increase is primarily related to the growth in net revenues. Gross margin as a percentage of net revenues, increased 4.6%, to 49.7% during the three-month period ending August 31, 2019, from 45.1% reported in the same quarter a year ago. The increase in gross margin resulted from a change in customer mix, as certain sales agreements with specific customers have higher gross margin due to lower discounts, and a change in product mix, as different products have higher gross margin due to lower product costs.

Total operating expenses of the Publishing segment remained consistent at \$0.6 million during the three-month period ending August 31, 2019, from \$0.5 million reported in the same quarter a year ago.

Operating income of the Publishing segment increased \$0.2 million, or 33.3%, to \$0.8 million during the three-month period ending August 31, 2019 when compared to \$0.6 million reported in the same period a year ago. The increase in operating income was primarily due to increased sales with customers that have lower discounts.

#### **Publishing Operating Results for the Six Months Ended August 31, 2019**

Our Publishing division's net revenues increased \$0.1 million, or 2.0%, to \$5.0 million during the six-month period ending August 31, 2019, from \$4.9 million reported in the same period a year ago. This increase is due to an increase in sales to existing retail customers, specifically in the Toy and Gift store classifications.

Gross margin increased \$0.2 million, or 9.1%, to \$2.4 million during the six-month period ending August 31, 2019, from \$2.2 million reported in the same period a year ago. This increase is related to the growth in net revenues and a decrease in cost of goods sold. Gross margin as a percentage of net revenues, increased 2.6%, to 48.1% during the six-month period ending August 31, 2019, from 45.5% reported in the same period a year ago. The increase in gross margin resulted from a change in customer mix, as certain sales agreements with specific customers have higher gross margin due to lower discounts, and a change in product mix, as different products have higher gross margin due to lower product costs.

Total operating expenses decreased \$0.1 million, or 9.1%, to \$1.0 million during the six-month period ending August 31, 2019, from \$1.1 million reported in the same period a year ago. This decrease primarily resulted from less promotions and marketing expenses incurred during the first six months of fiscal 2020, when compared to the same period last year.

Total operating income increased \$0.3 million, or 27.3%, to \$1.4 million during the six-month period ending August 31, 2019, from \$1.1 million reported in the same period a year ago. The increase in operating income was due to increased sales from customers with lower discounts and decreased operating expenses.

### **Liquidity and Capital Resources**

EDC has a history of profitability and positive cash flow. We typically fund our operations from the cash we generate. We also use available cash to pay down outstanding bank loan balances, for capital expenditures, to pay dividends, and to acquire treasury stock. We have utilized a bank credit facility and other term loan borrowings to meet our short-term cash needs, as well as fund capital expenditures, when necessary.

During the first six months of fiscal 2020, we experienced cash outflow from our operations of \$1,274,200. Cash flows resulted from the following items:

- net earnings of \$2,371,200
- depreciation expense of \$684,800,
- a decrease in prepaid expenses and other assets of \$544,600,
- share-based compensation expense of \$332,500,
- an increase in income tax payable of \$314,000,
- an increase in provision for inventory valuation allowance of \$129,900,
- an increase in deferred income taxes, net of \$127,600, and
- an increase in the provision for doubtful accounts of \$63,200,

Offset by:

- an increase in inventories, net of \$2,387,600,
- a decrease in accrued salaries and commissions, and other liabilities of \$1,889,700,
- a decrease in accounts payable of \$1,047,900
- an increase in accounts receivable of \$303,100, and
- a decrease in deferred revenue of \$213,700.

Cash used in investing activities was \$234,700 for capital expenditures, which was primarily comprised of improvements to upgrade our e-commerce and consultant facing websites used in our UBAM division.

Cash used in financing activities was \$723,600, which was primarily comprised of \$819,000 of dividends paid, \$488,600 net cash used in treasury stock transactions, and payments on long-term debt of \$472,100, partially offset by cash received from net borrowings under our line of credit of \$1,056,100.

During fiscal year 2020, we continue to expect our cash from operations, along with our line of credit with our Bank, will provide us the ability to meet our liquidity requirements. Cash generated from operations will be used to replace inventory, to liquidate existing debt and any excess cash is expected to be distributed to our shareholders or used to purchase available shares on the market.

We have a Loan Agreement with the Bank including Term Loan #1 comprised of Tranche A totaling \$11.7 million and Tranche B totaling \$4.4 million as of August 31, 2019, both with the maturity date of December 1, 2025. Tranche A has a fixed interest rate of 4.23% and interest is payable monthly. The Loan Agreement also includes Term Loan #2 totaling \$3.2 million as of August 31, 2019, which is secured by a warehouse and land with the maturity date of June 28, 2021, and a \$15.0 million revolving loan ("line of credit") through August 15, 2020.

On June 15, 2018, the Company executed the Eighth Amendment Loan Agreement with the Bank which extended the termination date until August 15, 2019, reduced the interest rate pricing grid for all floating rate borrowings covered by the Loan Agreement, established a new \$3.0 million advancing term loan to be used for capital expansions to increase daily shipping capacity, released the personal guaranty of Randall W. White and Carol White, along with other covenant restrictions being lessened. The amendment also included an adjustment to the Adjusted Funded Debt to EBITDA ratio for covenant compliance.

On February 7, 2019, the Company executed the Ninth Amendment Loan Agreement which removed the covenant prohibiting the Company from repurchasing its shares and identified certain limitations on the amount of funds that the Company could use to repurchase shares.

On August 15, 2019, the Company executed the Tenth Amendment Loan Agreement which extended the termination date of the line of credit to August 15, 2020, amended the definition of LIBOR Margin, reduced the frequency of reports to the Lender, amended the Adjusted Funded Debt to EBITDA Ratio and amended the Compliance and Borrowing Base Certificates.

We had \$1.1 million in borrowings on our revolving credit agreement at August 31, 2019 and no borrowings at February 28, 2019. Available credit under the revolving credit agreement was \$11.7 million at August 31, 2019.

Tranche B of Term Loan #1, Term Loan #2 and the line of credit accrue interest monthly, at the bank adjusted LIBOR Index plus a tiered pricing rate based on the Company's Adjusted Funded Debt to EBITDA Ratio (4.42% at August 31, 2019).

The Loan Agreement also contains a provision for our use of the Bank's letters of credit. The Bank agrees to issue, or obtain issuance of commercial or stand-by letters of credit provided that the sum of the line of credit plus the letters of credit issued would not exceed the borrowing base in effect at the time. As of August 31, 2019, we had no letters of credit outstanding. The agreement contains provisions that require us to maintain specified financial ratios, restrict transactions with related parties, prohibit mergers or consolidation, disallow additional debt, and limit the amounts of dividends declared, investments, capital expenditures, leasing transactions, and establish a dollar limit on the amount of shares that can be repurchased.

The following table reflects aggregate future maturities of long-term debt during the next five fiscal years and thereafter as follows:

Year ending February 28 (29),	
2020	\$ 471,700
2021	988,500
2022	1,038,100
2023	1,087,500
2024	1,139,400
Thereafter	14,579,300
Total	<u>\$ 19,304,500</u>

## Critical Accounting Policies

*Our discussion and analysis of our financial condition and results of operations are based upon our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities. On an on-going basis, we evaluate our estimates, including those related to our valuation of inventory, allowance for uncollectible accounts receivable, allowance for sales returns, long-lived assets and deferred income taxes. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources.*

*Actual results may materially differ from these estimates under different assumptions or conditions. Historically, however, actual results have not differed materially from those determined using required estimates. Our significant accounting policies are described in the notes accompanying the financial statements included elsewhere in this report. However, we consider the following accounting policies to be more significantly dependent on the use of estimates and assumptions.*

## Revenue Recognition

Sales associated with product orders are recognized and recorded when products are shipped. Products are shipped FOB shipping point. UBAM's sales are generally paid at the time the product is ordered. Sales which have been paid for but not shipped are classified as deferred revenue on the balance sheet. Sales associated with consignment inventory are recognized when reported and payment associated with the sale has been remitted. Transportation revenue represents the amount billed to the customer for shipping the product and is recorded when the product is shipped.

Estimated allowances for sales returns are recorded as sales are recognized. Management uses a moving average calculation to estimate the allowance for sales returns. We are not responsible for product damaged in transit. Damaged returns are primarily received from the retail stores of our Publishing Division. Those damages occur in the stores, not in shipping to the stores, and we typically do not offer credit for damaged returns. It is industry practice to accept non-damaged returns from retail customers. Management has estimated and included a reserve for sales returns of \$0.2 million as of August 31, 2019 and February 28, 2019.

#### **Allowance for Doubtful Accounts**

We maintain an allowance for estimated losses resulting from the inability of our customers to make required payments and a reserve for vendor share markdowns (collectively “allowance for doubtful accounts”). An estimate of uncollectible amounts is made by management based upon historical bad debts, current customer receivable balances, age of customer receivable balances, customers’ financial conditions and current economic trends. Management has estimated and included an allowance for doubtful accounts of \$0.3 million at August 31, 2019, and February 28, 2019. Included within this allowance is \$0.1 million of reserve for vendor discounts to sell remaining inventory as of August 31, 2019 and February 28, 2019.

#### **Inventory**

Our inventory contains over 2,000 titles, each with different rates of sale depending upon the nature and popularity of the title. Almost all of our product line is saleable as the books are not topical in nature and remain current in content today as well as in the future. Most of our products are printed in Europe, China, Singapore, India, Malaysia and Dubai resulting in a four to six-month lead-time to have a title printed and delivered to us.

Certain inventory is maintained in a noncurrent classification. Management continually estimates and calculates the amount of noncurrent inventory. Noncurrent inventory arises due to occasional purchases of titles in quantities in excess of what will be sold within the normal operating cycle, due to minimum order requirements of our suppliers. Noncurrent inventory was estimated by management using the current year turnover ratio by title. All inventory in excess of 2 ½ years of anticipated sales is classified as noncurrent inventory. Noncurrent inventory balances prior to valuation allowances were \$0.9 million at August 31, 2019 and February 28, 2019, respectively.

Consultants that meet certain eligibility requirements may request and receive inventory on consignment. We believe allowing our consultants to have consignment inventory greatly increases their ability to be successful in making effective presentations at home shows, book fairs and other events; and having consignment inventory leads to additional sales opportunities. Approximately 9% of our active consultants maintained consignment inventory at the end of the second fiscal quarter 2020. Consignment inventory is stated at cost, less an estimated reserve for consignment inventory that is not expected to be sold or returned to the Company. The total cost of inventory on consignment with consultants was \$1.6 million at August 31, 2019 and \$1.5 million at February 28, 2019.

Inventories are presented net of a valuation allowance, which includes reserves for inventory obsolescence and reserves for consigned inventory that is not expected to be sold or returned to the Company. Management estimates the inventory obsolescence allowance for both current and noncurrent inventory, which is based on management’s identification of slow-moving inventory. Management has estimated a valuation allowance for both current and noncurrent inventory, including the reserve for consigned inventory, of \$0.5 million and \$0.4 million as of August 31, 2019 and February 28, 2019, respectively.

Our principal supplier, based in England, generally requires a minimum re-order of 6,500 or more of a title in order to get a solo print run. Smaller orders would require a shared print run with the supplier’s other customers, which can result in lengthy delays to receive the ordered title. Anticipating customer preferences and purchasing habits requires historical analysis of similar titles in the same series. We then place the initial order or re-order based upon this analysis. These factors and historical analysis have led our management to determine that 2 ½ years represents a reasonable estimate of the normal operating cycle for our products.

#### **Stock-Based Compensation**

We account for stock-based compensation whereby share-based payment transactions with employees, such as stock options and restricted stock, are measured at estimated fair value at the date of grant. For awards subject to service conditions, compensation expense is recognized over the vesting period on a straight-line basis. Awards subject to performance conditions are attributed separately for each vesting tranche of the award and are recognized ratably from the service inception date to the vesting date for each tranche. Forfeitures are recognized when they occur.

The restricted share awards granted under the 2019 Long-Term Incentive Plan (“2019 LTI Plan”) contain both service and performance conditions. The Company recognizes share-based compensation expense only for the portion of the restricted share awards that are considered probable of vesting. Shares are considered granted, and the service inception date begins, when a mutual understanding of the key terms and conditions between the Company and the employees have been established. The fair value of these awards is determined based on the closing price of the shares on the grant date. The probability of restricted share awards granted with future performance conditions is evaluated at each reporting period and compensation expense is adjusted based on the probability assessment.

For certain awards that provide discretion to adjust the allocation of the restricted shares, the service-inception date for such awards could precede the grant date as a mutual understanding of the key terms and conditions between the Company and the employees has not yet been established. For awards in which the service-inception date precedes the grant date, compensation cost is accrued beginning on the service-inception date. The Company estimates the award's fair value on each subsequent reporting date, until the grant date, based on the closing market price of the Company's common stock. On the grant date, the award's fair value is fixed, subject to the remaining performance conditions, and the cumulative amount of previously recognized compensation expense is adjusted to the fair value at the grant date. During the first six months of fiscal 2020, the Company recognized \$0.3 million of compensation expense associated with the shares granted.

**Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Not applicable.

**Item 4. CONTROLS AND PROCEDURES**

An evaluation was performed of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Exchange Act Rule 13a-15(e) and 15d-15(e) as of August 31, 2019. This evaluation was conducted under the supervision and with the participation of our management, including our Chief Executive Officer (Principal Executive Officer) and our Chief Financial Officer and Corporate Secretary (Principal Financial and Accounting Officer).

Based on that evaluation, these officers concluded that our disclosure controls and procedures were effective pursuant to Exchange Act Rule 13a-15(e).

In addition, no change in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) occurred during the quarter ended August 31, 2019 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**PART II. OTHER INFORMATION****Item 1. LEGAL PROCEEDINGS**

Not applicable.

**Item 1A. RISK FACTORS**

Not required by smaller reporting company.

**Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

<u>Period</u>	<u>Total # of Shares Purchased</u>	<u>Average Price Paid per Share</u>	<u>Total # of Shares Purchased as Part of Publicly Announced Plan (1)</u>	<u>Maximum # of Shares that may be Repurchased under the Plan (1)</u>
June 1 - 30, 2019	6,696	\$ 6.83	6,696	747,979
July 1 - 31, 2019	43,607	6.94	43,607	704,372
August 1 - 31, 2019	10,054	6.81	10,054	694,318
Total	<u>60,357</u>	<u>\$ 6.91</u>	<u>60,357</u>	

(1) On February 4, 2019 the Board of Directors approved a new stock repurchase plan, replacing the former 2008 stock repurchase plan. The maximum number of shares which can be purchased under the new plan is 800,000. This plan has no expiration date.

**Item 3. DEFAULTS UPON SENIOR SECURITIES**

Not applicable.

**Item 4. MINE SAFETY DISCLOSURES**

None.

**Item 5. OTHER INFORMATION**

None.

**Item 6. EXHIBITS**

- 10.01 [Tenth Amendment Loan Agreement dated August 15, 2019 by and between the Company and MidFirst Bank, Tulsa, OK.](#)
- 31.1 [Certification of the Chief Executive Officer of Educational Development Corporation pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 furnished herewith.](#)
- 31.2 [Certification of Chief Financial Officer and Corporate Secretary \(Principal Financial and Accounting Officer\) of Educational Development Corporation pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 furnished herewith.](#)
- 32.1 [Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**EDUCATIONAL DEVELOPMENT CORPORATION**

(Registrant)

Date: October 15, 2019

By /s/ Randall W. White  
Chairman of the Board, President  
and Chief Executive Officer  
(Principal Executive Officer)



**EXHIBIT INDEX**

10.01	<a href="#">Tenth Amendment Loan Agreement dated August 15, 2019 by and between the Company and MidFirst Bank, Tulsa, OK.</a>
31.1	<a href="#">Certification of the Chief Executive Officer of Educational Development Corporation pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 furnished herewith.</a>
31.2	<a href="#">Certification of Chief Financial Officer and Corporate Secretary (Principal Financial and Accounting Officer) of Educational Development Corporation pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 furnished herewith.</a>
32.1	<a href="#">Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>

**TENTH AMENDMENT LOAN AGREEMENT**

THIS TENTH AMENDMENT TO LOAN AGREEMENT (this "**Amendment**") is made and entered into as of August 15, 2019 (the "**Effective Date**"), by and between EDUCATIONAL DEVELOPMENT CORPORATION, a Delaware corporation ("**Borrower**"), and MIDFIRST Bank, a federally chartered savings association ("**Lender**").

**BACKGROUND RECITALS**

A. Borrower and Lender are parties to that certain Loan Agreement dated as of December 1, 2015, as amended by that certain First Amendment to Loan Agreement dated as of March 10, 2016, as amended by that certain Second Amendment to Loan Agreement dated as of June 15, 2016, as further amended by that certain Third Amendment to Loan Agreement dated as of June 28, 2016, as further amended by that certain Fourth Amendment to Loan Agreement dated as of February 7, 2017, as further amended by that certain Fifth Amendment to Loan Agreement dated as of June 15, 2017, as further amended by that certain Sixth Amendment to Loan Agreement dated as of September 1, 2017, as further amended by that certain Seventh Amendment to Loan Agreement dated as of February 15, 2018, as further amended by that certain Eighth Amendment to Loan Agreement dated as of June 15, 2018, and as further amended by that certain Ninth Amendment to Loan Agreement dated as of February 7, 2019 (as amended, the "**Loan Agreement**"). Unless the context otherwise requires, capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings assigned to them in the Loan Agreement.

B. Borrower has requested that Lender (i) extend the Termination Date until August 15, 2020, (ii) agree to certain changes in pricing, and (iii) agree to certain other changes in the Loan Agreement, and Lender has agreed to such requests, but only upon the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**1. EXTENSION OF REVOLVING LOAN.**

1.1. **Extension of Termination Date.** The Termination Date is hereby extended from August 15, 2019, to August 15, 2020. Accordingly, the definition of Termination Date appearing in **Exhibit A** of the Loan Agreement is hereby amended in its entirety to read as follows:

"**Termination Date**" means August 15, 2020, or as may be extended by Lender in writing from time to time in Lender's sole discretion.

1.2. **Replacement Revolving Note.** Borrower shall make, execute and deliver a replacement Promissory Note (Revolving Loan) in the form of **Exhibit A** attached hereto (the "**Replacement Revolving Note**") payable to Lender in the principal amount of \$15,000,000. From and after the Effective Date, all references in the Loan Agreement or any other Loan Documents to the Promissory Note evidencing the Revolving Loan or the Revolving Note shall be deemed references to the Replacement Revolving Note, together with any and all renewals, extensions or replacements thereof, amendments or modifications thereto or substitutions therefor.

**2. PRICING. THE DEFINITION OF "LIBOR MARGIN" APPEARING IN **EXHIBIT A** OF THE LOAN AGREEMENT IS HEREBY AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:**

"**LIBOR Margin**" means, for any day, a percentage per annum (expressed as basis points) as set forth below, based upon the Adjusted Funded Debt to EBITDA Ratio for the most recent fiscal quarter of Borrower:

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<u>Pricing Tier</u>	<u>Adjusted Funded Debt to EBITDA Ratio</u>	<u>LIBOR Margin (bps)</u>
I	> 2.00	300.00
II	> 1.50 but ≤ 2.00	275.00
III	> 1.00 but ≤ 1.50	250.00
IV	≤ 1.00	225.00

Any increase or decrease in the LIBOR Margin resulting from a change in the Adjusted Funded Debt to EBITDA Ratio for the most recent fiscal quarter of Borrower shall become effective not later than 30 days following the date a Compliance Certificate is delivered and confirmed by Lender; *provided, however*, that if Borrower fails to deliver a Compliance Certificate on or before the applicable Compliance Certificate Due Date, then Pricing Tier I shall apply as of the first Business Day after such Compliance Certificate Due Date and shall continue to apply until not later than 30 days following the date a Compliance Certificate is delivered and confirmed by Lender, whereupon the LIBOR Margin shall be adjusted based upon the Adjusted Funded Debt to EBITDA Ratio contained in such Compliance Certificate.

### 3. OTHER MODIFICATIONS TO LOAN AGREEMENT.

3.1. Financial Statements and other Reports. Section 4.1(f) of the Loan Agreement is amended in its entirety to read as follows:

(f) Financial Statements and other Reports. Borrower shall deliver to Lender the below statements and reports on or before the below delivery deadline. Borrower shall also deliver to Lender any other information, reports or certificates as and when Lender requests.

<u>Statement or Report</u>	<u>Frequency</u>	<u>Delivery Deadline</u>
Borrower's audited annual financial statements	Annually	Within 90 days after each fiscal year ends
Borrower's quarterly financial statements	Quarterly	Within 45 days after each quarter ends
Audited annual financial statements of Hilti	Annually	Within 90 days after each fiscal year of Hilti
Confirmation of payment of rent by Hilti and CAM payments under Hilti Lease	Annually	Within 90 days after each anniversary of the Effective Date

All statements and reports must be in scope and detail reasonably satisfactory to Lender. During any Event of Default Period, Lender may require that all statements and reports be prepared, audited and certified (at Borrower's cost and expense) by an independent certified public accountant, acceptable to Lender. Borrower shall provide Lender with such additional financial, management, or other information regarding any Borrower Party or the Property, as Lender may request. Upon Lender's request, Borrower shall deliver all items required by this Subsection in an electronic format or by electronic transmission reasonably acceptable to Lender.

3.2. Field Audit. Section 4.1(x) of the Loan Agreement is hereby amended in its entirety to read as follows:

(x) Borrower will permit Lender, through its authorized agents and representatives (who need not be employees of Lender), to conduct periodic field audits of

Borrower and to review its operations, books and records, credit policies, charge-off policies, collection procedures, methodology for eligibility calculations, and other matters relating to the value and maintenance of the Eligible Accounts and Eligible Inventory and Borrower's financial reporting. Except during any Event of Default Period, field audits will be conducted no more than once per calendar year at the sole discretion of Lender. Borrower will pay all costs and expenses incurred by Lender in connection with each field audit.

3.3. Adjusted Financial Covenant. The definition of "AFD Test Default" appearing in Exhibit A of the Loan Agreement is hereby amended in its entirety to read as follows:

"**AFD Test Default**" means that, as of the last day of any calendar month, the Adjusted Funded Debt to EBITDA Ratio is greater than 2.00:1.00.

3.4. Replacement Compliance Certificate. The form of Compliance Certificate set forth in Exhibit C of Loan Agreement is hereby replaced with Exhibit C-1 attached to this Amendment.

3.5. Replacement Borrowing Base Certificate. The form of Borrowing Base Certificate set forth in Exhibit D of Loan Agreement is hereby replaced with Exhibit D-1 attached to this Amendment.

4. CONDITIONS TO EFFECTIVENESS. This Amendment will be effective as of the Effective Date, but subject to satisfaction of each of the following conditions precedent:

4.1. Execution of Amendment Documents. The following documents (collectively, the "Amendment Documents") shall have been executed by the applicable parties and delivered to Lender, each in form and substance satisfactory to Lender:

- (a) this Amendment; and
- (b) the Replacement Revolving Note.

4.2. Legal Matters. All legal matters incident to this Amendment shall be satisfactory to Lender and its counsel.

#### 5. REPRESENTATIONS AND WARRANTIES.

5.1. Reaffirmation. Borrower confirms that all representations and warranties made by it in the Loan Agreement and the other Loan Documents are, and as of the Effective Date will be, true and correct in all material respects, and all of such representations and warranties are hereby remade and restated as of the Effective Date and shall survive the execution and delivery of this Amendment.

##### 5.2. Additional Representations and Warranties.

5.2.1. Power; Transactional Authority; Enforceability. Borrower has the requisite power and authority to execute, deliver and carry out the terms and provisions of this Amendment, and has taken all necessary action to authorize its execution, delivery and performance of this Amendment. Borrower has duly executed and delivered this Amendment. This Amendment constitutes Borrower's legal, valid and binding obligations, enforceable in accordance with the terms of the Loan Documents, as amended by this Amendment, subject to (i) the effect of any Applicable Bankruptcy Law, or (ii) general principles of equity.

5.2.2. No Violation; No Consent. Borrower's execution, delivery and performance of this Amendment, and compliance with the terms and provisions of the Loan Documents, as amended by this Amendment, will not (i) contravene any Applicable Law, (ii) conflict or be inconsistent with or result in any breach of any term, covenant, condition or provision of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien upon any of the Property or Borrower's other assets pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which Borrower is a party or by which Borrower or any of the

Property or Borrower's other assets is bound or may be subject, or (iii) violate any term of Borrower's certificate of incorporation or other documents and agreements governing Borrower's existence, management or operation. Borrower is not required to obtain the consent of any other party, including any Governmental Authority, in connection with the execution, delivery, performance, validity or enforceability of the Loan Documents, as amended by this Amendment.

5.2.3. Financial Matters. Each Borrower Party financial statement previously delivered to Lender was prepared in accordance with GAAP and completely, correctly and fairly present the financial condition and the results of operations of each Borrower Party on the date and for the period covered by the financial statements. All other reports, statements and other data that any Borrower Party furnished to Lender in connection with the Loan are true and correct in all material respects and do not omit any fact or circumstance necessary to ensure that the statements are not misleading. Each Borrower Party (i) is solvent, (ii) is not bankrupt, and (iii) has no outstanding liens, suits, garnishments, bankruptcies or court actions which may render such Borrower Party insolvent or bankrupt. Since the date of the last financial statements each Borrower Party delivered to Lender, no event, act, condition or liability has occurred or exists, which has had, or may reasonably be expected to have, a material adverse effect upon (A) such Borrower Party's business, condition (financial or otherwise) or operations, or (B) such Borrower Party's ability to perform or satisfy, or Lender's ability to enforce, any of the Indebtedness.

5.2.4. Litigation. There are no suits or proceedings (including condemnation) pending or (to Borrower's knowledge, after reasonable inquiry) threatened against or affecting any Borrower Party or the Property or involving the validity, enforceability or priority of any of the Loan Documents. Borrower has not received notice from any Governmental Authority alleging that any Borrower Party or the Property is violating any Applicable Law.

5.2.5. No Default. No Event of Default currently exists or would exist after giving effect to the transactions contemplated by this Amendment.

## 6. MISCELLANEOUS.

6.1. Effect of Amendment. The terms of this Amendment shall be incorporated into and form a part of the Loan Agreement. Except as expressly amended, modified and supplemented by this Amendment, the Loan Agreement shall continue in full force and effect in accordance with its original stated terms, all of which are hereby reaffirmed in every respect as of the Effective Date. In the event of any irreconcilable inconsistency between the terms of this Amendment and the terms of the Loan Agreement, the terms of this Amendment shall control and govern, and the agreements shall be interpreted so as to carry out and give full effect to the intent of this Amendment. All references to the Loan Agreement appearing in any of the Loan Documents shall hereafter be deemed references to the Loan Agreement as amended, modified and supplemented by this Amendment.

6.2. No Course of Dealing; Past Acceptance. This Amendment shall not establish a course of dealing or be construed or relied upon as evidence of any willingness on Lender's part to grant any future consent or amendment, should any be requested. Lender acknowledges that Lender and its agents in the past may have accepted, without exercising the remedies to which Lender was entitled, payments and performance by Borrower that constituted Events of Default under the Loan Documents. Borrower acknowledges that no such acceptance or grace granted by Lender or its agents in the past, or Lender's agreement to the modifications evidenced hereby, has in any manner diminished Lender's right in the future to insist that Borrower Parties strictly comply with the terms of the Loan Documents, as modified by the terms of this Amendment. Furthermore, Borrower specifically acknowledges that any future grace or forgiveness of any Events of Default shall not constitute a waiver or diminishment of any right of Lender with respect to any future Event of Default, whether or not similar to any Event of Default with respect to which Lender has in the past chosen, or may in the future choose, not to exercise all of the rights and remedies granted to it under the Loan Documents.

6.3. Release. Borrower hereby releases, remises, acquits and forever discharges Lender and any co-lender or loan participant, together with their respective employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions (all of the foregoing the "**Released Parties**"), from any and all actions and causes of action, judgments, executions, suits, liens, debts, claims, counterclaims, defenses, demands, liabilities, obligations, damages and expenses of any and every character (collectively, "**Claims**"), known or unknown, direct or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the Effective Date, and in any way directly or indirectly arising out of or in any way connected to this Amendment or the other Loan Documents, or any of the transactions associated therewith, or the Property, including specifically but not limited to claims of usury, lack of consideration, fraudulent transfer and lender liability, that it now has or may hereafter have against any Released Party, and hereby agrees to indemnify and hold harmless Lender and each other Released Party for all Claims that any Person may bring against any such Released Party that arise under or in connection with the Loan Agreement based on facts existing on or before the Effective Date. **THE FOREGOING RELEASE INCLUDES ACTIONS AND CAUSES OF ACTION, JUDGMENTS, EXECUTIONS, SUITS, DEBTS, CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, DAMAGES AND EXPENSES ARISING AS A RESULT OF THE NEGLIGENCE OR STRICT LIABILITY OF ONE OR MORE OF THE RELEASED PARTIES.**

6.4. Ratification and Affirmation. Borrower hereby acknowledges the terms of this Amendment and ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect.

6.5. No Modification. This Amendment along with the Loan Documents supersedes and merges all prior and contemporaneous promises and agreements. No modification of this Amendment or any other Loan Document, or any waiver of rights under any of the foregoing, shall be effective unless made by supplemental agreement, in writing, executed by the Parties. The Parties further agree that the Loan Agreement, as amended by this Amendment, may not in any way be explained or supplemented by a prior, existing or future course of dealings between the Parties or by any prior, existing, or future performance between the Parties pursuant to this Amendment, the Loan Agreement or otherwise.

6.6. Headings. The headings of the sections and subsections of this Amendment are for convenience of reference only and will not affect the scope or meaning of the sections of this Amendment.

6.7. Applicable Law. This Amendment and the rights and obligations of Borrower and Lender are in all respects governed by, and construed and enforced in accordance with the Governing Law (without giving effect to its principles of conflicts of law), except for those terms of the Security Instruments pertaining to the creation, perfections, validity, priority or foreclosure of the liens or security interests on the Property located within the State, which terms will be governed by, and construed and enforced in accordance with the laws of the State (without giving effect to its principles of conflicts of law).

6.8. Counterparts; Miscellaneous. This Amendment may be executed in any number of counterparts with the same effect as if all signers executed the same instrument. All counterparts of this Amendment must be construed together and will constitute one instrument. This Amendment is a Loan Document. Time is of the essence with respect to this Amendment. The Parties acknowledge and confirm that each of their respective attorneys has participated or has had the opportunity to participate jointly in the review and revision of this Amendment and that it has not been written solely by counsel for one party. The Parties therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to or may be resolved against the drafting Party will not favor either Party against the other. The terms and provisions of this Amendment are binding upon and inure to the benefit of the Parties and their successors and assigns.

6.9. Reimbursement of Expenses. Borrower agrees to pay or reimburse Lender for all reasonable out-of-pocket expenses, including Attorneys' Fees, incurred by Lender in connection with the negotiation,

preparation, execution and delivery of this Amendment and the consummation of the transactions contemplated hereby.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed effective as of the Effective Date.

Borrower:

EDUCATIONAL DEVELOPMENT CORPORATION,  
a Delaware corporation

By: /s/ Randall W. White  
Name: Randall W. White  
Title: Chairman, President and CEO

BORROWER'S SIGNATURE PAGE  
TO  
TENTH AMENDMENT TO LOAN AGREEMENT

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Lender:

MIDFIRST BANK, a federally chartered savings association

By: /s/ Marc Short

Name: Marc Short

Title: Senior Vice President

LENDER'S SIGNATURE PAGE  
TO  
TENTH AMENDMENT TO LOAN AGREEMENT

**CERTIFICATION**

I, Randall W. White, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Educational Development Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 15, 2019

/s/ Randall W. White  
Chairman of the Board, President  
and Chief Executive Officer  
(Principal Executive Officer)

**CERTIFICATION**

I, Dan E. O'Keefe, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Educational Development Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 15, 2019

/s/ Dan E. O'Keefe

Chief Financial Officer and Corporate Secretary  
(Principal Financial and Accounting Officer)

**Exhibit 32.1**

**Certification Pursuant to 18 U.S.C. Section 1350,  
as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.**

In connection with the quarterly report of Educational Development Corporation (the “Company”) on Form 10-Q for the period ending August 31, 2019, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13 (a) or 15 (d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 15, 2019

By /s/ Randall W. White  
Randall W. White  
Chairman of the Board, President and Chief Executive Officer  
(Principal Executive Officer)

Date: October 15, 2019

By /s/ Dan E. O’Keefe  
Dan E. O’Keefe  
Chief Financial Officer and Corporate Secretary  
(Principal Financial and Accounting Officer)