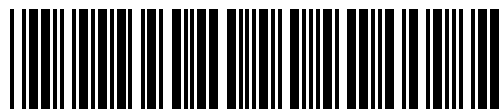




Registration of a Charge

Company Name: **PROMETHEAN LIMITED**

Company Number: **01308938**



XBVWHNRY

Received for filing in Electronic Format on the: **24/01/2023**

Details of Charge

Date of creation: **19/01/2023**

Charge code: **0130 8938 0022**

Persons entitled: **BANK OF AMERICA, N.A.**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1308938

Charge code: 0130 8938 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th January 2023 and created by PROMETHEAN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th January 2023 .

Given at Companies House, Cardiff on 26th January 2023

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



Companies House



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

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Norton Rose Fulbright LLP

Date: 23 January 2023

Dated 19 January 2023

**Promethean World Limited
(and others as Chargors)**

and

**Bank of America, N.A.
(as Agent)**

Guarantee and Debenture

 **NORTON ROSE FULBRIGHT**

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Guarantee and Debenture

Dated 19 January 2023

Between

- (1) **Promethean World Limited** registered in England with number 07118000 (the **Company**);
- (2) **The Companies** (if any) identified in Schedule 1 (*The Chargors*) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a **Chargor** and together the **Chargors**); and
- (3) **Bank of America, N.A.**, as agent and trustee for the Secured Parties (the **Agent**).

Recitals

- (A) The Lenders have agreed to make facilities available on the terms of the Credit Agreement.
- (B) The Chargors enter into this Deed to secure the repayment and satisfaction of the Secured Liabilities and to guarantee the obligations of the Obligors to the Secured Parties.
- (C) The Chargors and the Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

It is agreed:

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Blocked Accounts means the bank accounts of the Chargors specified in Part I of Schedule 4 (*Charged Accounts*) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the Agent may designate or approve as a Blocked Account.

Book Debts means (other than in respect of any Madison Intercompany Receivables):

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

Charged Accounts means the Blocked Accounts and the Other Accounts.

Credit Agreement means the credit agreement originally dated 25 June 2018, and as amended on 6 August 2018, 24 May 2019, 22 June 2021, 16 September 2021, 20 December 2021 and 30 March 2022 (and as it may be further amended or modified from time to time) and made between

(amongst others) Promethean World Limited as Parent, Promethean Inc. and Promethean Limited as Borrowers, the other Chargors as Guarantors and Bank of America, N.A. as Agent.

Deed of Accession means a deed of accession substantially in the form set out in Schedule 6 (*Deed of Accession*).

Distribution Rights means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

Equipment means each Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties.

Excluded Account means the bank account of Promethean Limited held at Lloyds Bank Plc numbered [REDACTED], sort code [REDACTED].

Existing Security Agreements means:

- (a) the English law debenture dated 25 June 2018 and entered into between the Chargors and the Agent;
- (b) the book debts and accounts charge dated 26 October 2018 and entered into between Promethean Limited (as chargor) and the Agent; and
- (c) the English law debenture dated 30 March 2022 and entered into between the Chargors and the Agent.

Insurance means each contract or policy of insurance to which a Chargor is a party or in which it has an interest but excluding contracts and policies of insurance which relate to liabilities to third parties.

Investments means all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

Land has the same meaning as it has in section 205(1) of the Act.

Madison Intercompany Receivables means any intercompany debts in existence from time to time owing to a Chargor that are assigned to Madison Pacific Trust Limited pursuant to the deed of subordination and assignment dated 9 March 2020 and made between the Company and others (as subordinated debtors and/or subordinated creditors) and Madison Pacific Trust Limited (as security agent).

Other Accounts means the bank accounts of the Chargors specified in Part II of Schedule 4 (*Charged Accounts*) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the Agent may designate or approve as an Other Account.

Premises means any building or other edifice on any Land or other Security Asset.

PSC register means a register of persons with significant control required pursuant to section 790M of the Companies Act 2006.

Receiver means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Regulations means the Financial Collateral Arrangements (No.2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

Restrictions Notice means a "restrictions notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

Secured Liabilities means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each Obligor to the Secured Parties under the Loan Documents except for any obligation which, if it were so included, would result in a contravention of the prohibitions in Chapter 2 (*Financial assistance for purchase of own shares*) of Part 18 of the Companies Act 2006 (or its equivalent in any other jurisdiction).

Security Assets means all assets of each Chargor the subject of any security created by this Deed.

Security Interest means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Period means the period beginning on the date of this Deed and ending on the date on which the Secured Liabilities have been irrevocably and unconditionally satisfied in full and no Secured Party has any commitment or liability, whether present or future, actual or contingent, in relation to the loans provided under the Credit Agreement in relation to any Chargor. If any amount paid by any Chargor and/or in connection with the satisfaction of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of such Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purpose of this Deed.

Shares means all shares held by any Chargor in its Subsidiaries.

Specified Equipment means the Equipment (if any) specified in Schedule 5 (*Specified Equipment*) and/or in the Schedule to any Deed of Accession.

Subsidiary means:

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006; and
- (b) any company which would be a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for any Security Interest subsisting over the shares in that company from time to time,

but on the basis that a person shall be treated as a member of a company if any shares in that company are held by that person's nominee or any other person acting on that person's behalf.

Warning Notice means a "warning notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

1.2 Construction

- (a) Any reference in this Deed to:
 - (i) **assets** include present and future properties, revenues and rights of every description;

- (ii) an **authorisation** means an authorisation, consent, approval, licence, resolution, filing or registration;
 - (iii) any **Loan Document** or any other agreement or instrument is a reference to that Loan Document or other agreement or instrument as amended, amended and restated, varied, novated supplemented or replaced from time to time;
 - (iv) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (v) a **person** includes one or more of that person's assigns, transferees or successors in title, delegates, sub-delegates and appointees (in the case of a Chargor only, in so far as such assigns, transferees or successors in title, delegates, sub-delegates and appointees are permitted in accordance with the Loan Documents) and any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
 - (vi) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (vii) a **guarantee** (other than the guarantee contained in Clause 16 (*Guarantee and Preservation of Security*)) includes any guarantee or indemnity, bond, letter of credit, documentary or other credit, or other assurance against financial loss;
 - (viii) a provision of law is a reference to that provision as amended or re-enacted;
 - (ix) words importing the singular shall include the plural and vice versa.
- (b) Clause and Schedule headings are for ease of reference only.
 - (c) An Event of Default is continuing if it has not been waived.
 - (d) Capitalised terms defined in the Credit Agreement have the same meaning when used in this Deed unless the context requires otherwise.
 - (e) If there is any inconsistency between the terms of this Deed and those of the Credit Agreement, the terms of the Credit Agreement shall prevail.
 - (f) The terms of the other Loan Documents and of any side letters between any parties in relation to any Loan Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
 - (g) Each of the charges in Clause 3 (*Creation of Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.

1.3 Deemed compliance

Notwithstanding any of the obligations of the Chargors set out in this Deed, the Agent acknowledges and agrees that to the extent an obligation of the Chargors has been complied with

by the Chargors pursuant to the Existing Security Agreements, such obligation shall be deemed to have been complied with by the Chargors pursuant to this Deed.

2 Covenant to pay

Each Chargor covenants with the Agent as trustee for the Secured Parties that it will pay and discharge the Secured Liabilities in the manner provided for in the Loan Documents when due pursuant to the Loan Documents.

3 Creation of Security

3.1 Shares

Each Chargor mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

3.2 Investments

Each Chargor mortgages or (if and to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights,

including those held for it by any nominee.

3.3 Equipment

Each Chargor:

- (a) charges by way of fixed charge all Equipment (other than any Specified Equipment); and
- (b) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge all of its right, title and interest in and to:
 - (i) the Specified Equipment;
 - (ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment.

3.4 Book Debts

Each Chargor charges by way of fixed charge:

- (a) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts, the Excluded Account and any amounts standing to the credit of any Charged Account or the Excluded Account; and
- (b) the benefit of all rights, Security Interests and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (a) above.

3.5 Blocked Accounts

Each Chargor charges by way of fixed charge all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any of the Blocked Accounts and the debts represented by them.

3.6 Goodwill

Each Chargor charges by way of fixed charge its goodwill.

3.7 Uncalled capital

Each Chargor charges by way of fixed charge its uncalled capital.

3.8 Authorisations

Each Chargor charges by way of fixed charge the benefit of all authorisations held by it in relation to any Security Asset.

3.9 Insurance

Each Chargor charges by way of fixed charge all of its benefits, claims and returns of premiums in respect of the Insurance.

3.10 Other assets

- (a) Each Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3 (*Creation of Security*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Deed.

3.11 Trust

- (a) Subject to paragraphs (b) and (d), if or to the extent that for any reason the assignment, mortgaging or charging of any Security Asset is prohibited, each Chargor holds it on trust for the Agent and such Security Asset shall not otherwise be mortgaged or charged (as appropriate) under Clause 3 (*Creation of Security*).

- (b) If the reason referred to in paragraph (a) is that:

- (i) a consent or waiver must be obtained; or
- (ii) a condition must be satisfied,

then:

- (A) subject to paragraph (c), the relevant Chargor shall, as soon as reasonably practicable, apply for the consent or waiver; and
- (B) the relevant Chargor shall use all reasonable endeavours to satisfy the condition,

as soon as reasonably practicable after the date of this Deed or, if the Security Asset is acquired after the date of this Deed, as soon as reasonably practicable after the date of acquisition.

- (c) Where the consent or waiver is not to be unreasonably withheld, the relevant Chargor shall:
 - (i) use all reasonable endeavours to obtain it as soon as possible; and
 - (ii) keep the Agent informed of the progress of the negotiations to obtain it.
- (d) On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 (*Creation of Security*) and the trust referred to in paragraph (a) shall terminate.

4 Nature of Security Created

The Security Interests created under this Deed are created:

- (a) as a continuing security and will extend for the ultimate balance of sums payable in connection with the Secured Liabilities regardless of any intermediate payment or discharge in whole or part;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Deed) over all present and future assets of the kind described which are owned by any Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Agent as agent and trustee for the Secured Parties; and
- (d) with full title guarantee.

5 Restrictions

No Chargor shall:

- (a) create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than a Permitted Lien or as created by this Deed; or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for a Permitted Asset Disposition, the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by clause 3.10 (*Other assets*) or with the consent of the Agent.

6 Conversion of Floating Charge

6.1 Conversion on notice

Subject to Clause 6.3 (*Limitation*), the Agent may by notice to a Chargor at any time during the Security Period convert the floating charge created by that Chargor under this Deed into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) an Event of Default is continuing; or
- (b) proceedings are commenced with a view to attaching, charging, taking possession of or selling the Security Assets under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.

6.2 Automatic conversion

The floating charge created by a Chargor under this Deed will convert automatically into fixed charges:

- (a) if the Agent receives notice of an intention to appoint an administrator of that Chargor;
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such person is appointed;
- (c) on the crystallisation of any other floating charge over the Security Assets;
- (d) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so; and
- (e) in any other circumstances prescribed by law.

6.3 Limitation

Clause 6.1 (*Conversion on notice*) and Clause 6.2 (*Automatic conversion*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

7 Representations and Warranties

7.1 Making of representations

Each Chargor makes the representations and warranties set out in this Clause 7 to the Agent and the Secured Parties. The representations and warranties so set out are made on the date of this Deed and are deemed to be repeated by the Chargors throughout the Security Period on those dates on which representations and warranties are to be repeated pursuant to the Credit Agreement with reference to the facts and circumstances then existing.

7.2 Capacity

Each Chargor has the capacity, power and authority to enter into this Deed and the obligations assumed by it are its legal, valid, binding and enforceable obligations subject to laws affecting creditors' rights generally.

7.3 Title

The Chargors are the sole legal and beneficial owner of the Security Assets free of any Security Interest or third party interest of any kind (other than pursuant to or as permitted by the Loan Documents).

7.4 Security

This Deed creates the various forms of security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of any Chargor, or otherwise.

7.5 Shares

- (a) All Shares beneficially owned by a Chargor as at the date of this Deed are described in Schedule 3 (*Shares*).
- (b) All of the Shares and, to the extent applicable, all Investments are fully paid.
- (c) No Warning Notice or Restrictions Notice has been:
 - (i) issued to a Chargor; and

- (ii) to the best of a Chargor's knowledge, issued to any other person,
- (iii) in each case in respect of all or any part of the Shares and remains in effect.
- (d) Each Chargor's PSC register is up to date and no Warning Notices or Restrictions Notices have been issued which have not been complied with or lifted.

8 Undertakings

8.1 Duration

The undertakings in this Clause 8 shall remain in force throughout the Security Period and are given by each Chargor to the Agent and the Secured Parties.

8.2 Book debts and receipts

Each Chargor shall collect and realise its Book Debts and other monies and receipts and, save to the extent that the Agent otherwise agrees in the Credit Agreement, pay the proceeds of any Book Debts into a Blocked Account (in the case of each Borrower) or an Other Account (in the case of any other Chargor) and pending such payment into a Blocked Account or Other Account (as the case may be), hold the proceeds thus realised upon trust for the Agent.

8.3 Blocked Account Arrangements

Unless already delivered pursuant to the Existing Security Agreements and save as otherwise provided in the Credit Agreement, each Borrower shall, as soon as reasonably practicable upon the execution of this Deed or, in respect of any Blocked Account opened after the date of this Deed, as soon as reasonably practicable following the opening of such Blocked Account either:

- (a) serve notice upon the bank at which each Blocked Account is opened (in respect of the relevant Blocked Accounts) in substantially the form set out in Part I of Schedule 2 (*Forms of Notice to Banks and Acknowledgement*) and procure the relevant bank returns the acknowledgement in substantially the form set out in Part II of Schedule 2 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Agent in its absolute discretion; or
- (b) execute and deliver an account control agreement with the relevant account bank on terms acceptable to the Agent and the relevant account bank in their absolute discretion.

8.4 Operation of Blocked Accounts

Until the security constituted by this Deed is discharged, no Borrower shall be entitled to withdraw the whole or any part of any amount standing to the credit of any Blocked Account and shall not take any action, claim or proceedings against the Agent or any other party for the return or payment to any person of the whole or any part of any amount standing to the credit of any Blocked Account.

8.5 Operation of Other Accounts

Until notified by the Agent in writing to the contrary following an Event of Default which is continuing, the Chargors shall be entitled to operate the Other Accounts PROVIDED THAT the Other Accounts each retain a credit or zero balance at all times.

8.6 Shares and Investments

Each Chargor covenants that, at all times during the Security Period:

- (a) if it forms or acquires any Subsidiary after the date of this Deed, it shall as soon as reasonably practicable notify the Agent; and
- (b) within 10 Business Days of any Shares or Investments being registered in, or transferred into the name of, a Chargor, or held by or in the name of the Agent, it shall, where the issuer of any such Shares or Investments is incorporated in England and Wales, deposit with the Agent, in respect of or in connection with those Shares or Investments:
 - (i) all stock and share certificates and documents of or evidencing title;
 - (ii) signed undated transfers, completed in blank; and
 - (iii) any other documents which the Agent may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Agent at the expense and risk of the Chargor;
- (c) it will as soon as reasonably practicable copy to the Agent, and comply with, all reasonable requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of its Shares and Investments;
- (d) it will comply with all other conditions and obligations assumed by it in respect of any of the Shares and Investments where failure to so comply would in the reasonable opinion of the relevant Chargor adversely affect the interests of the Secured Parties;
- (e) as soon as reasonably practicable following receipt, each Chargor shall forward to the Agent copies of all notices, documents and other communications received in connection with the Shares and Investments; and
- (f) it shall comply with any notice served on it in respect of all or any part of the Shares pursuant to Part 21A of the Companies Act 2006 within the timeframe specified in that notice and will deliver to the Agent:
 - (i) a copy of any such notice as soon as reasonably practicable upon receipt; and
 - (ii) a copy of the Chargor's response to such notice at the same time a response is sent to the relevant Subsidiary; and
 - (iii) it will use reasonable endeavours to keep its PSC register up to date and that, if it issues any Restrictions Notices or Warning Notices it will send a copy of these to the Agent as soon as reasonably practicable after the date they are issued.

8.7 Equipment

- (a) as soon as reasonably practicable after the date of this Deed, if requested by the Agent, each Chargor shall attach to a visible part of each item of Specified Equipment owned by it and with a value in excess of £50,000 (as determined in accordance with the Equipment Valuation) in a permanent manner a clear and distinctive label, no smaller than 3 inches by 4 inches in size comprising the following notice: This piece of Equipment is subject to a first legal mortgage in favour of Bank of America, N.A. (the **Agent**) and may not be removed or sold without the prior written consent of the Agent.
- (b) Each Chargor shall keep its Equipment in good repair, working order and condition and fit for its purpose and shall not permit the same to be handled other than by persons properly qualified and trained or to be overloaded or to be used for any purpose for which the Specified Equipment is not designed or reasonably suitable.

- (c) No Chargor will, without the prior written consent of the Agent (such consent not to be unreasonably withheld), make any modification or permit any modification to be made to the Specified Equipment if the effect of such modification may be to reduce the value of the Specified Equipment.
- (d) No Chargor will permit or procure any Specified Equipment to be taken out of England and Wales without the prior written consent of the Agent (such consent not to be unreasonably withheld and then subject only to such further terms as the Agent may reasonably require.
- (e) Each Chargor will as soon as reasonably practicable pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Premises and the Specified Equipment and on demand produce evidence of such payment to the Agent.
- (f) Each Chargor will obtain all authorisations from time to time required for the use and operation of the Specified Equipment and not to do or permit to be done any act or omission whereby the Specified Equipment or the use of it would contravene regulations for the time being in force.
- (g) Each Chargor will as soon as reasonably practicable notify the Agent of any loss, theft, damage or destruction to the Specified Equipment.
- (h) Each Chargor will give the Agent such information concerning the location, condition, use and operation of the Specified Equipment as the Agent may reasonably require and to permit any persons designated by the Agent at all reasonable times to inspect and examine the Specified Equipment and the records maintained in connection with it.
- (i) Each Chargor will ensure that the Premises are suitable for the use or storage of the Specified Equipment, and will keep the Specified Equipment at the Premises.
- (j) Each Chargor will procure in favour of the Agent from any person with a proprietary interest or encumbrance (including any owner, leaseholder or chargee) in any real or personal property to which the Specified Equipment might become affixed, or with which title to the Specified Equipment might merge, an acknowledgement prior to such fixing or merger that their rights and remedies will only be exercised subject to the Agent's rights in the Specified Equipment and, in particular, but without limitation to the generality of the foregoing, the right of the Agent, its servants or agents to enter upon any such property to remove the Specified Equipment notwithstanding that it might be affixed to, or have merged with, any real or personal property.

9 Shares and Investments

9.1 Before an Event of Default

Until an Event of Default occurs which is continuing:

- (a) each Chargor shall pay all monies arising from the Distribution Rights relating to the Shares and Investments into:
 - (i) where such Chargor is a Borrower, a Blocked Account; or
 - (ii) otherwise, an Other Account,
- (b) each Chargor shall be entitled to exercise any voting and other rights and powers attaching to its Shares and Investments, provided that it must not do so in a manner which:
 - (i) has the effect of changing the terms of such Shares or Investments (or any class of them) or of any Distribution Rights unless permitted by the Loan Documents; or

- (ii) is prejudicial to the interests of the Agent and/or the other Secured Parties.

9.2 After an Event of Default

Where an Event of Default occurs and is continuing each Chargor shall promptly pay over to the Agent all monies arising from the Distribution Rights relating to the Shares and Investments which it may receive, and exercise all voting and other rights and powers attached to the Shares and Investments in any manner which the Agent may direct.

10 Enforcement

10.1 When Security becomes enforceable

The Security Interests created by a Chargor under this Deed shall become enforceable:

- (a) on the occurrence of an Event of Default which is continuing; or
- (b) if a Chargor so requests.

10.2 Powers on enforcement

At any time after the Security Interests created by a Chargor under this Deed have become enforceable, the Agent may (without prejudice to any other of its rights and remedies and without notice to any Chargor) do all or any of the following:

- (a) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;
- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (c) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (d) subject to Clause 11.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- (e) appoint an administrator of any Chargor.

10.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 10.2 (*Powers on enforcement*), the Agent or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

10.4 Application of moneys

- (a) The Agent or any Receiver shall apply moneys received by them under this Deed after the Security Interests created under this Deed have become enforceable in the following order:
 - (i) **first**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid costs and expenses of the Agent and any Receiver under this Deed or which are incidental to any Receiver's appointment, together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;

- (ii) **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Agent and any Receiver;
- (iii) **thirdly**, in or towards the discharge of all liabilities having priority to the Secured Liabilities;
- (iv) **fourthly**, in or towards the discharge of the Secured Liabilities in accordance with the Credit Agreement; and
- (v) **fifthly**, in the payment of any surplus to the relevant Chargor or other person entitled to it,

and section 109(8) of the Act shall not apply.

- (b) Clause 10.4(a) will override any appropriation made by a Chargor.

11 Appointment and powers of Receivers

11.1 Method of appointment and removal

- (a) The Agent may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- (b) Every appointment or removal of a Receiver, of any delegate or of any other person by the Agent pursuant to this Deed may be made in writing under the hand of any officer or manager of the Agent (subject to any requirement for a court order in the removal of an administrative receiver).

11.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the Agent under this Deed;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) in relation to, and to the extent applicable to, the Security Assets or any of them, the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- (d) in relation to any Security Asset, which he would have if he were its only beneficial owner.

11.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

11.4 Receiver as agent

Every Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

11.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Agent, and the maximum rate specified in section 109(6) of the Act shall not apply.

11.6 Delegation

- (a) The Agent and any Receiver may, for the time being and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any manager of the Agent) to any person any right, power or discretion exercisable by the Agent or such Receiver (as the case may be) under this Deed.
- (b) Any such delegation may be made upon the terms (including, without limitation, power to sub delegate) and subject to any regulations which the Agent or such Receiver (as the case may be) may think fit.
- (c) Neither the Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub delegate who shall be entitled to all the indemnities to which his appointor is entitled under this Deed.

12 Protection of purchasers

No purchaser or other person dealing with the Agent or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Agent or any Receiver to exercise any of the powers conferred by this Deed has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Agent, to any Receiver or to any other person.

13 Protection of the Secured Parties and Receivers

13.1 Exclusion of liability

None of the Agent, the other Secured Parties, any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies; or
- (d) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargors); or
- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct on the part of that person.

13.2 General indemnity

Each Chargor shall indemnify the Agent, the other Secured Parties, any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following:

- (a) any act or omission by any of them in relation to all or any of the Security Assets;
- (b) any payment relating to or in respect of all or any of the Security Assets which is made at any time by any of them;
- (c) any stamp, registration or similar tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;
- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Deed; and
- (e) any breach by the Chargor of any of its covenants or other obligations to the Agent or any other Secured Party,

except in the case of gross negligence or wilful misconduct on the part of that person.

13.3 Indemnity out of the Security Assets

The Agent, the other Secured Parties, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 13.2 (*General indemnity*).

13.4 Enforcement Expenses

Immediately upon demand, each Chargor shall pay all other costs and expenses (including legal fees and VAT) incurred from time to time in connection with the enforcement of or preservation of rights under this Deed by the Agent, or any Receiver, attorney, manager, agent or other person appointed by the Agent under this Deed or by statute, and keep each of them indemnified against any failure or delay in paying the same.

14 Further Assurances

14.1 Further action

Each Chargor shall, at its own expense, as soon as reasonably practicable, take any action and sign or execute any further documents which the Agent may reasonably require in order to:

- (a) give effect to the requirements of this Deed;
- (b) protect, preserve and perfect the Security Interests intended to be created by or pursuant to this Deed provided that, whilst no Event of Default is continuing, no Chargor shall be obliged to execute or deliver any Security Documents which are not governed by English law;
- (c) protect and preserve the ranking of the Security Interests intended to be created by or pursuant to this Deed with any other Security Interests over any assets of any Chargor; or
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Agent, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may (i) disapply section 93 of the Act and (ii) following an Event of Default, contain an assignment to the Agent of the Book Debts in any manner reasonably required by the Agent.

14.2 Deposit of documents

Each Chargor covenants that, on the date of this Deed and at all times during the Security Period as soon as it receives them (and in any event as soon as the Agent so requests), it shall deposit with the Agent, in respect of or in connection with the Security Assets which are located in England and Wales or governed by English law:

- (a) all deeds, certificates and other documents of or evidencing title;
- (b) in respect of Shares and Investments mortgaged under Clause 3.1 (*Shares*) and 3.2 (*Investments*) respectively, signed undated transfers, completed in blank; and
- (c) any other documents which the Agent may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Agent at the expense and risk of the relevant Chargor.

14.3 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 14 (*Further Assurances*).

15 Power of Attorney

15.1 Appointment

Each Chargor irrevocably and by way of security appoints each of:

- (a) the Agent;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Agent; and
- (c) any Receiver,

jointly and severally as that Chargor's attorney, in that Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of an Event of Default which is continuing or following the failure by that Chargor to comply with a request from the Agent in accordance with the terms of this Deed, to take any action and sign or execute any further documents which that Chargor is required to take, sign or execute in accordance with this Deed.

15.2 Ratification

Each Chargor agrees, as soon as reasonably practicable on the request of the Agent or any Receiver (in each case acting reasonably), to ratify and confirm all such actions taken and documents signed or executed.

16 Guarantee and Preservation of Security

16.1 Guarantee and indemnity

Each Chargor irrevocably and unconditionally jointly and severally:

- (a) guarantees to each Secured Party punctual performance by each Obligor of all that Obligor's obligations under the Loan Documents;
- (b) undertakes with each Secured Party that whenever an Obligor does not pay any amount when due under or in connection with any Loan Document, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with each Secured Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Secured Party immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Loan Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 16 (*Guarantee and Preservation of Security*) if the amount claimed had been recoverable on the basis of a guarantee.

16.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Loan Documents, regardless of any intermediate payment or discharge in whole or in part.

16.3 Reinstatement

If any payment by a Chargor or any discharge given by the Agent (whether in respect of the obligations of any Chargor, any other Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Chargor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Agent shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

16.4 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 16.4 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor, any other Obligor or other person;
- (b) the release of any other Chargor, Obligor or any other person under the terms of any composition or arrangement with any creditor of any Chargor, Obligor or any other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor, Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, Obligor or any other person;

- (e) any amendment (however fundamental) or replacement of a Loan Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security; or
- (g) any insolvency or similar proceedings.

16.5 Chargor intent

Without prejudice to the generality of Clause 16.4 (*Waiver of defences*), each Chargor expressly confirms that it intends that the guarantee and security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Documents and/or any facility or amount made available under any of the Loan Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

16.6 Immediate recourse

Each Chargor waives any right it may have of first requiring the Agent to proceed against or enforce any other rights or security or claim payment from any person before enforcing the security constituted by this Deed. This waiver applies irrespective of any law or any provision of a Loan Document to the contrary.

16.7 Appropriations

Until the expiry of the Security Period, the Agent may (acting reasonably):

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Agent in respect of the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability in respect of the Secured Liabilities.

16.8 Deferral of Chargors' rights

Until the expiry of the Security Period, and unless the Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Loan Documents:

- (a) to be indemnified by any other Chargor or Obligor;
- (b) to claim any contribution from any other guarantor of any Chargor or Obligor's obligations under the Loan Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Agent's rights under the Loan Documents or of any other guarantee or security taken pursuant to, or in connection with, the Loan Documents by the Agent.

16.9 Additional Security

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security Interest now or in the future held by or available to any Secured Party.

16.10 New Accounts

If a Secured Party receives notice (actual or otherwise) of any subsequent Security Interest over or affecting all or any of the Security Assets it may open a new account or accounts with any Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security Interest, and as from that time all payments made by the relevant Chargor to that Secured Party:

- (a) shall be credited or be treated as having been credited to the new account of that Chargor; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the that Secured Party received or was deemed to have received such notice.

17 Notices

17.1 Delivery and Receipt

- (a) Any communications to be made under or in connection with this Deed shall be made in writing, may be made by letter, facsimile or (if an email address is specified in this Clause 17) email and shall be deemed to be given as follows:
 - (i) if by way of letter, when it has been left at the relevant address or two Business Days after being deposited in the post with postage prepaid in an envelope addressed to it at that address;
 - (ii) if by facsimile, when received in legible form; and
 - (iii) if by email, when actually received in readable form and in the case of any electronic communication made by a Chargor to the Agent only if it is addressed in such a manner as the Agent shall specify for this purpose,

save that any notice delivered or received on a non-Business Day or after business hours shall be deemed to be given on the next Business Day at the place of delivery or receipt.

- (b) Any communication or document made or delivered to the Company in accordance with this Clause 17.1 (*Delivery and Receipt*) will be deemed to have been made or delivered to each of the Chargors.

17.2 Company's Address

The Company's and each other Chargor's postal address, facsimile number and email address for notices are:

Promethean House
Lower Philips Road
Blackburn
BB1 5TH

Fax No: N/A

Attention: Casey Woo (CFO)

Email: [REDACTED]

or such as the Company may notify to the Agent by not less than 10 days' notice.

17.3 Agent's Address

The Agent's address and facsimile number for notices are:

400 4th Street

Lake Oswego, OR 9703

Fax No: +1 (9503) 303-6076

Attention: Promethean Asset Based Portfolio Specialist

Email: N/A

or such as the Agent may notify to the Company by not less than 10 days' notice.

18 Miscellaneous Provisions

18.1 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Agent confirms on behalf of the Lenders that the Lenders shall make further advances to the Borrowers on the terms and subject to the conditions of the Loan Documents.

18.2 Separate Charges

This Deed shall, in relation to each Chargor, be read and construed as if it were a separate Deed relating to such Chargor to the intent that if any Security Interest created by any other Chargor in this Deed shall be invalid or liable to be set aside for any reason, this shall not affect any Security Interest created under this Deed by such first Chargor.

18.3 Invalidity

If, at any time, any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

18.4 Rights and Remedies

The rights of the Secured Parties under this Deed are cumulative, may be exercised as often as considered appropriate and are in addition to the general law. Such rights (whether arising hereunder or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing and, in particular, any failure to exercise or delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation by any Secured Party or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

18.5 Accession of Affiliates

- (a) To the extent that any Affiliate of the Company is required by the terms of the Loan Documents to provide Security Interests over its assets under English law, it may do so by executing a Deed of Accession and such Affiliate shall on the date which such Deed of Accession is executed by it become a party to this Deed in the capacity of a Chargor and this Deed shall be read and construed for all purposes as if such company had been an original party to this Deed as a Chargor (but for the avoidance of doubt the security created by such company shall be created on the date of the Deed of Accession).
- (b) Each Chargor (other than the Company) by its execution of this Deed or any Deed of Accession, irrevocably appoints the Company to execute on its behalf any Deed of Accession without further reference to or the consent of such Chargor and such Chargor shall be bound by any such Deed of Accession as if it had itself executed such Deed of Accession.

19 Release

19.1 Expiry of Security Period

- (a) Upon the expiry of the Security Period (but not otherwise), the Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from the security constituted by this Deed and/or reassign the benefit of the Security Assets to the Chargors.
- (b) Section 93 of the Act shall not apply to this Deed.

19.2 Other Accounts

At any time before the Security Interests created by this Deed shall have become enforceable, in the absence of any directions from the Agent to the contrary, any amounts permitted by the terms of the Loan Documents to be paid into an Other Account shall upon payment into such account stand released from any fixed charge in respect of such amount created pursuant to Clause 3 (*Creation of Security*) and shall stand subject to the floating charge created by Clause 3.10(a) (*Other Assets*), provided that such release shall in no respect prejudice the continuance of any fixed charge created pursuant to Clause 3 (*Creation of Security*) in respect of any other amount.

20 Governing Law and Jurisdiction

20.1 Governing Law

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

20.2 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 20.2 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

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

Schedule 1
The Chargors

Name of Chargor	Jurisdiction of incorporation	Registration number (if any)
Promethean World Limited	England and Wales	07118000
Promethean (Holdings) Limited	England and Wales	02359658
Promethean Limited	England and Wales	01308938
Chalkfree Limited	England and Wales	05227933

Schedule 2
Forms of Notice to Banks and Acknowledgement

Part I - Blocked Account Notice

[On Headed Notepaper of relevant Chargor]

[Date]

[Bank]
[Branch]

Attention: []

Dear Sirs,

- 1 We hereby give you notice that by debenture dated [●], we have charged to Bank of America, N.A. (the **Agent**) by way of first fixed charge all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [●], sort code [●]

Account No. [●], sort code [●]

[Repeat as necessary]

(the **Blocked Account(s)**).

- 2 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Agent at [●], Attention: [●].

Yours faithfully

.....
for and on behalf of
[the relevant Chargor]

Part II - Blocked Account Acknowledgement

[On the Headed Notepaper of Bank]

[Date]

Bank of America, N.A. (the **Agent**)

[Address]

Attention: [●]

Dear Sirs,

[Name of Chargor] (Company)

- 1 We refer to the notice, received today from the Company with respect to the fixed charge which it has granted to the Agent over the Blocked Account(s) (the **Notice**).
- 2 Terms not defined in this letter shall have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to the Agent by way of a first fixed charge all of its rights, title, interest and benefit in and to the Blocked Account.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Blocked Account we shall:
 - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Blocked Account save for fees and charges payable to us for the operation of the Blocked Account;
 - (b) as soon as reasonably practicable notify you of any renewal, renumbering or redesignation of any and all of the Blocked Account;
 - (c) as soon as reasonably practicable send to you copies with respect to all the Blocked Account of all statements and, if requested by you, copies of all credits, debits and notices given or made by us in connection with such account;
 - (d) not permit or effect any withdrawal or transfer from the Blocked Account by or on behalf of the Company save for withdrawals and transfers requested by you in writing to us pursuant to the terms of this letter;
 - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Blocked Account provided that such instructions are given in accordance with the terms of this letter;
 - (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Blocked Account provided that:
 - (i) all instructions are received in writing, by facsimile, to us at facsimile number [●], attention: [●]; and
 - (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the

next Business Day following such receipt. Facsimile instructions will be deemed received at the time of transmission;

- (iii) all instructions are given in compliance with the mandate entered into by you stipulating who may give instructions to us; and
- (iv) to the extent that an instruction is given which would in our opinion cause the Blocked Account to become overdrawn we will transfer the outstanding balance in the account;
- (g) (subject to paragraph 4(h) below) effect the following transaction on a daily basis unless we receive written notice to the contrary in accordance with paragraph 4(f) above: the cleared balance of the Blocked Account will be transferred into the account at [Bank] account number [●], being an account in your name designated the [the relevant Borrower] Loan Account attn. [●];
- (h) not be obliged to comply with any instructions received from you or undertake the transactions set out in paragraph 4(g)) where:
 - (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
 - (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law;

and in each case we shall give notice thereof to the Company and the Agent as well as reasons why we cannot comply with such instructions; and

- (i) in the event that we are unable to comply with any instructions due to circumstances set out in paragraph 4(h), not be responsible for any loss caused to you or to the Company and in any event not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).
- 5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we shall not be liable to you in any respect if the Company operates the Blocked Account in breach of any agreement entered into by the Company with you.
- 6 We note that, for the purposes of this letter, all notices, copy notices, advices and correspondence to be delivered to you shall be effectively delivered if sent by facsimile to you at number [●] or by post at the address at the top of this letter, in both cases marked for the attention of the [●].

This letter is governed by and shall be construed in accordance with English law.

Yours faithfully

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
[Bank]

.....
for and on behalf of
Bank of America, N.A.

Schedule 3 Shares

[Company to confirm if shareholding details are still correct.]

Chargor	Company Name	Company Jurisdiction of Incorporation	Company Registration Number (if any)	Type of Share	Number of Shares
Promethean World Limited	Chalkfree Limited	England and Wales	5227933	£0.10 Ordinary	75,008,239
Chalkfree Limited	Promethean (Holdings) Limited	England and Wales	2359658	£1 Ordinary A	2,601,720
Promethean (Holdings) Limited	Promethean Limited	England and Wales	1308938	£1 Ordinary	1,010,924
	Promethean Technology (Shenzhen) Limited	China	440306503360063	\$1.00	1,225,000
	Promethean SAS	France	448246082-NIC00011	€1,193	1000
	Promethean Inc	USA	3502657	\$ 0.01	100
	Promethean Technology Limited	England and Wales	5267601	£1 Ordinary	1
	Promethean World Inc.	USA	4864798	\$ 0.001	10
	Promethean Solutions, LLP	India	AAJ-1631	NA	NA
	Promethean Poland sp. z o.o.	Poland		Ordinary	100
	Promethean Rus, LLC	Russia	7704460381	NA	NA
Promethean Limited	Promethean GmbH	Germany	1709	€1	25,000
	Promethean Solutions, LLP	India	AAJ-1631	NA	NA
	Promethean Rus, LLC	Russia	7704460381	NA	NA
	Promethean Eğitim Teknolojileri Sanayi ve Ticaret Anonim Şirketi	Turkey	Commercial code: 0733091450200001 Trade Reg: 261283-5	Ordinary (1.00 Turkish Lira each)	50,000

Schedule 4 Charged Accounts

[Company to confirm if account details are up to date]

Part I – Blocked Accounts

Chargor	Bank	Currency	Account No.
Promethean Limited	Bank of America, N.A.	GBP	██████████
Promethean Limited	Bank of America, N.A.	EUR	██████████
Promethean Limited	Bank of America, N.A.	USD	██████████

Part II – Other Accounts

Chargor	Bank	Currency	Account No.
Promethean Limited	Bank of America, N.A.	GBP	██████████
Promethean Limited	Bank of America, N.A.	EUR	██████████
Promethean Limited	Bank of America, N.A.	USD	██████████
Promethean (Holdings) Limited	Bank of America, N.A.	GBP	██████████
Promethean (Holdings) Limited	Bank of America, N.A.	USD	██████████

Schedule 5
Specified Equipment

[Company to confirm if asset details are still correct]

[None as at the date of this Deed.]

Schedule 6 Deed of Accession

THIS DEED OF ACCESSION is dated [•] and made

BETWEEN

- (1) ● **Limited** [registered in England with number [•] whose registered office is at [•]] [a corporation organised and existing under the laws of [•] whose principal place of business is at [•]] [of [•]] (the **New Chargor**);
- (2) **Promethean World Limited** registered in England with number 07118000 whose registered office is at [•] for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (**Company**); and
- (3) **Bank of America, N.A.**, as agent and trustee for the Secured Parties (the **Agent**).

RECITALS

- (A) The Company and others as Chargors entered into a debenture dated ● (as supplemented and amended from time to time, the **Debenture**) in favour of the Agent.
- (B) The New Chargor has at the request of the Company and in consideration of the Secured Parties continuing to make facilities and/or Bank Products available to the Borrowers and after giving due consideration to the terms and conditions of the Loan Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture.
- (C) The Chargors and the Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed).
- 3 The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
- 4 The New Chargor grants to the Agent the assignments, charges, mortgages and other Security Interests described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its assignments, charges, mortgages and other Security Interests shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.
- 5 The Debenture and this Deed shall be read and construed as one to the extent and so that references in the Debenture to:

- (a) this Deed and similar phrases shall be deemed to include this Deed;
 - (b) Schedule 2 shall be deemed to include a reference to Part I of the Schedule to this Deed;
 - (c) Schedule 4 shall be deemed to include a reference to Part II of the Schedule to this Deed;
 - (d) Schedule 5 shall be deemed to include a reference to Part III of the Schedule to this Deed;
- 6 The parties agree that the bank accounts of the New Chargor specified in Part III of the Schedule to this Deed:
- (a) as Other Accounts shall be designated as Other Accounts; and
 - (b) as Blocked Accounts shall be designated as Blocked Accounts,
- for the purposes of the Debenture.
- 7 The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 8 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Liabilities, and in the manner specified in clause 4 (*Nature of Security Created*) of the Debenture:
- (a) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge to the Agent all of the Shares (if any) brief descriptions of which are specified in Part II of the Schedule to this Deed (which shall from today's date form part of the Shares for the purposes of the Debenture) and all related Distribution Rights;
 - (b) charges to the Agent by way of a fixed charge all of its right, title and interest in and to:
 - (i) the Blocked Account(s) specified in Part III of the Schedule to this Deed; and
 - (ii) all monies standing to the credit of such Blocked Account(s) and the debts represented by them; and
 - (c) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge to the Agent all of its right, title and interest in and to the Equipment (if any) brief descriptions of which are specified in Part V of the Schedule to this Deed (which shall from today's date form part of the Specified Equipment for the purposes of the Debenture) and all spare parts and replacements for and all modifications and additions to such Specified Equipment.
- 9 English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

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

SCHEDULE

Part I – Shares

[Insert details of all Group Shares of the New Chargor]

Part II – Charged Accounts

Blocked Accounts

[Insert details of all Blocked Accounts of the New Chargor]

Other Accounts

[Insert details of all Other Accounts of the New Chargor]

Part III – Specified Equipment

[Insert details of any Equipment owned by the New Chargor which is to be Specified Equipment]

SIGNATORIES
[to the Deed of Accession]

The New Chargor

Executed as a deed by)
● **LIMITED**)
acting by a Director in the presence of:)

Signature of witness:

Name of witness:

Address:

.....

The Company

for itself and as agent for the other
Chargors party to the Debenture

Executed as a deed by)
PROMETHEAN WORLD LIMITED)
acting by a Director in the presence of:)

Signature of witness:

Name of witness:

Address:

.....

The Agent

BANK OF AMERICA, N.A.

By:

Signatories

The Chargors

Executed as a deed by
PROMETHEAN WORLD LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

) [Redacted]
) [Redacted]
) [Redacted]
..... [Redacted]

Della Stamp
.....

[Redacted]
[Redacted]

Executed as a deed by
PROMETHEAN (HOLDINGS) LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

) [Redacted]
) [Redacted]
) [Redacted]
..... [Redacted]

Della Stamp
.....

[Redacted]
[Redacted]

Executed as a deed by
PROMETHEAN LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

) [Redacted]
) [Redacted]
) [Redacted]
..... [Redacted]

Della Stamp
.....

[Redacted]
[Redacted]

Executed as a deed by
CHALKFREE LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

) [Redacted]
) [Redacted]
) [Redacted]
..... [Redacted]

Della Stamp
.....

[Redacted]
[Redacted]

The Agent

BANK OF AMERICA, N.A.

By: 

Name: Tyler Sims

Title: Senior Vice President